CLERK'S COPY.

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1937

No. 413

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT

PETITION FOR CERTIORARI FILED SEPTEMBER 14, 1937

CERTIORARI GRANTED NOVEMBER 8, 1937

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In the United States Circuit Court of Appeals for the Third Circuit

MARCH TERM, 1936

No. 6007

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY, RESPONDENTS

ON PETITION FOR THE ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

TRANSCRIPT OF RECORD BEFORE NATIONAL LABOR RELATIONS BOARD

CERTIFICATE OF SECRETARY

Filed December 10, 1935

The National Labor Relations Board, by its Secretary duly authorized by Rule and Regulation of the National Labor Relations Board dated the 16th day of October, 1935, a copy of which Rule and Regulation is attached hereto and made a part hereof, does hereby certify that the documents annexed hereto constitute a full and accurate transcript of the entire record in the proceeding had before said Board entitled "In the Matter of Pennsylvania Greyhound Lines, Inc., Greyhound Management Company, Corporations, and Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America", the same being Case No. C–1 before said Board, said transcript including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Copy of charge of Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach

Employes of America filed with the National Labor Relations Board on October 8, 1935.

(2) Copy of order of the National Labor Relations Board dated October 8, 1935, permitting the filing of said charge with the National Labor Relations Board at Washington.

(3) Copy of Complaint and Notice of Hearing issued by the National Labor Relations Board on October 9, 1935.

(4) Return of Service of Complaint and Notice of Hearing on respondents, dated October 10, 1935.

(5) Copy of telegram, dated October 12, 1935, from counsel for Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company requesting an extension of time within which to file answer.

(6) Copy of order of the National Labor Relations Board, dated October 12, 1935, extending to date of hearing time within which to file answer.

(7) Copy of notice of motion to amend the charge and complaint filed on October 18, 1935 by counsel for Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America.

(8) Copy of objections of Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company to the jurisdiction of the National Labor Relations Board, filed October 22, 1935.

(9) Copy of answer of the Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, filed October 22, 1935.

(10) Certified stenographic report of hearing before the National Labor Relations Board, October 22 to October 26 inclusive, 1935, including exhibits admitted in evidence.

(11) Copy of stipulation between attorney for the National Labor Relations Board, attorney for the respondents, and attorney for Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, filed December 7, 1935.

(12) Copy of decision, findings of fact and order of National Labor Relations Board, dated December 7, 1935.

In testimony whereof the Secretary of the National Labor Relations Board, being thereunto duly authorized, as aforesaid, has hereunto set his hand and affixed the Seal of the National Labor Relations Board, in the City of Washington, District of Columbia, this 10th day of December, 1935.

[SEAL.]

BENEDICT WOLF, *Secretary.*

NATIONAL LABOR RELATIONS BOARD, *Washington, D. C.*

By virtue of the authority vested in it by the National Labor Relations Act, approved July 5, 1935, the National Labor Relations Board hereby authorizes the Secretary to certify copies of all papers and documents which are a part of any of the files or records of the Board as may be necessary or desirable from time to time. This Rule and Regulation shall be effective upon its publication in the following manner, namely by the signing of the original by the members of the Board and the filing of said original with the Secretary of the Board, at whose office the original shall be available

for public inspection and where copies of it shall be available to the public.

Signed at Washington, D. C. this 16th day of October, 1935.

(Signed) J. WARREN MADDEN,
Chairman.

(Signed) EDWIN S. SMITH,
Member.

(Signed) JNO. M. CARMODY,
Member.

CHARGE

Filed October 8, 1935

UNITED STATES OF AMERICA

Before the National Labor Relations Board

Pursuant to Section 10 (b) of the National Labor Relations Act, the undersigned, Local Division 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America of 1525 Davis Avenue, N. S., Pittsburgh, Pennsylvania, hereby charge that their employers, the Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, Inc., both of 1920 Superior Avenue, N. E., Cleveland, Ohio, with offices and places of business also in Pittsburgh, Pennsylvania, and both incorporated under the laws of the State of Delaware, have engaged in and are engaging in unfair labor practices within the meaning of Section 8, subsections (1), (2) and (3) of said Act, as is shown by the following allegation of facts:

(1) The foregoing named respondent corporations and their wholly-owned subsidiaries, to wit: Pennsylvania Greyhound Lines of New York, Inc., Pennsylvania Greyhound Lines of Indiana, Greyhound Lines of Illinois, Inc., Pennsylvania Greyhound Lines of Virginia, Inc., The Pennsylvania Greyhound Transit Company and the Montgomery Bus Co., Inc., own and operate a motor bus transportation system approximately 5,000 miles in length, from, to and between the following named cities as termini: Pittsburgh, Pennsylvania, Chicago, Illinois, Indianapolis, Indiana, St. Louis, Missouri, New York, New York, Philadelphia, Pennsylvania, Atlantic City, New Jersey, operating in excess of three hundred and fifty (350) coaches.

(2) The Pennsylvania Greyhound Lines, Inc. wholly owns all of the said subsidiary companies and in turn is wholly owned by the Greyhound Corporation and by The American Contract and Trust Company. The later corporation in turn is wholly owned by The Pennsylvania Railroad. The Greyhound Management Company, Inc. is owned by the Greyhound Corporation.

(3) The said respondent corporations are engaged in commerce between the states in the ownership and operation of said bus transportation system, from, to and between the foregoing named termini.

(4) The petitioner, Local Division 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of

America is a labor organization and through the International Association is affiliated with the American Federation of Labor and constitutes a self-organization of a large group of employes of said respondent corporations, consisting of bus drivers, shop men, repair men and others.

(5) The petitioners charge that the respondent corporations, as their employers, contrary to the provisions of the National Labor Relations Act and in violation thereof, have interfered with, restrained and coerced employes in their right of self-organization and their right to form, join and assist labor organizations by (a) discharging employes for joining the union; (b) hiring non-union men to replace said discharged employes; (c) intimidating employes by having "company police" stationed on the defendants' property; (d) warning employes not to join the union and threatening them with the loss of their jobs if they did join the union; (e) and hiring detectives and conducting an espionage system in unwarranted and illegal surveillance of the meetings and meeting places of the union employes.

(6) Specifically the following named employes of said respondent corporations, in the Pittsburgh shops and garage, have been discharged by the said respondent corporations for union membership and activity, with the approximate date of discharge after the name of each employe:

Name	*Date of Discharge*
C. D. Lehman	July 30, 1935
Steve Mitchell	" " "
Emil Law	" " "
Lester Moberly	" " "
Albert McKelvie	" " "
Albert Burns	" " "
John Rihr	July 31, 1935
Erwin D. Matthews	August 13, 1935
Robert Maxwell	September 18, 1935

(7) The said respondent corporations and their subsidiaries have, in violation of the National Labor Relations Act (a) dominated or interfered with the formation or administration of a labor organization or have contributed financial or other support thereto in that they have severally and jointly promoted a company union known as the Pennsylvania Greyhound Lines Employes Association; (b) have interfered in its affairs through activity in connection with elections held to select representatives; (c) have furnished printed ballots and stationery incident to holding said elections; (d) have selected tellers for said elections and have paid said tellers for serving; (e) and have paid expenses and furnished transportation for officers of said company union. The said violation of Section 8, subsection (2), of the National Labor Relations Act herein charged is a continuing violation in the existence and operation of the said Greyhound Lines Employes Association and its plan, as contained in its by-laws, which provide for domination, interference and administration by the employer.

(8) The foregoing illegal activities of the respondent corporations have chiefly taken place in and around Pittsburgh, Pennsylvania, and on the bus lines from Pittsburgh to points in Pennsylvania and in other states.

(9) As a result of the said illegal activities of said respondent corporations and of their efforts to deny the rights of self-organization for the purpose of collective bargaining to their employes, there is among their employes a spirit of unrest which tends to create conditions leading to industrial strife, which would necessarily burden, obstruct or affect transportation and commerce between the states.

(10) The undersigned further charges that said unfair labor practices are unfair labor practices affecting commerce within the meaning of said Act.

Wherefore, petitioners pray that this Honorable Board will take jurisdiction and will issue and cause to be served upon the respondent corporations its complaint stating the charges herein enumerated and that a hearing thereon at an early date be conducted before this Board, preferably in Pittsburgh, Pennsylvania, at which petitioners may be allowed to present testimony in substantiation of the charges herein named, and that after such hearing the Board issue its findings of fact and its cease and desist order served upon all respondent corporations, requiring said respondent corporations to take such affirmative action, including reinstatement of all employes found to have been discharged for union activity or membership, with back pay as will effectuate the policies of said Act; and further requiring said respondent corporations to make reports from time to time to this Board showing the extent to which it has complied with said order and such other and further relief as the exigencies of the case may require.

Local Division No. 1063, Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America, by Charlton Ogburn, Arthur E. Reyman, Attorneys for Petitioners, Union Trust Building, Washington, D. C.

WASHINGTON,
District of Columbia, ss:

On this 8th day of October, 1935, personally appeared before me, an officer duly authorized to administer oaths, CHARLTON OGBURN who, being duly sworn, deposes and says that he is the attorney for Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America, the petitioners in the above entitled matter, that to the best of his knowledge and belief the facts therein alleged are true, and that he makes this affidavit in the absence of officers of the said Association.

(s) CHARLTON OGBURN.

Sworn to before me October 8, 1935.

(s) MARY G. KITE,
Notary Public, D. C.

My Commission Expires August 10, 1939.

ORDER PERMITTING FILING OF CHARGE WITH BOARD

Dated October 8, 1935

A charge having been transmitted to the National Labor Relations Board, at Washington, D. C., by Local Division 1063, Amalgamated

Association of Street, Electric Railway and Motor Coach Employees of America, charging that Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, Inc. have engaged in and are engaging in unfair labor practices affecting commerce within the meaning of the National Labor Relations Act, approved July 5, 1935, and the said Local having requested on October 8, 1935 that the National Labor Relations Board permit such charge to be filed with it in Washington, D. C., pursuant to its Rules and Regulations Series I, Article II, Section 35:

And the Board deeming it necessary in order to effectuate the purposes of the said Act, to permit said charge to be filed with it in Washington, D. C., permission to file said charge with the National Labor Relations Board in Washington, D. C., at its offices at 1010 Vermont Avenue in the said City, is hereby granted.

Signed at Washington, D. C., this 8th day of October, 1935.

(S) J. WARREN MADDEN,
Chairman.

(S) JNO. M. CARMODY,
Member.

(S) EDWIN S. SMITH,
Member.

COMPLAINT AND NOTICE OF HEARING

Dated October 9, 1935

It having been charged by Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, 1525 Davis Avenue, N. S., Pittsburgh, Pennsylvania, that the Pennsylvania Greyhound Lines, Inc., and the Greyhound Management Company, Inc., hereinafter called the respondents, have engaged in and are now engaging in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, approved July 5, 1935, the National Labor Relations Board, pursuant to its Rules and Regulations, Series I, (General Rules and Regulations) Article II, Section 35, hereby issues this complaint and alleges the following:

1. The respondent Pennsylvania Greyhound Lines, Inc. is and has been since March 29, 1930, a corporation organized under and existing by virtue of the laws of the State of Delaware, having offices at Philadelphia, Pennsylvania; Cleveland, Ohio; and Chicago, Illinois.

2. The respondent Greyhound Management Company, Inc., is and has been since February 8, 1927, a corporation organized under and existing by virtue of the laws of the State of Delaware, having its principal offices at Cleveland, Ohio.

3. The common stock of the respondent Greyhound Management Company, Inc., is, and at all times hereinafter mentioned has been, entirely owned by the Greyhound Corporation, a corporation organized on September 20, 1926, with the name of Motor Transit Corporation, under and existing by virtue of the laws of the State of Delaware, which name of Motor Transit Corporation was, in February, 1930, changed to Greyhound Corporation. The common stock of the respondent Pennsylvania Greyhound Lines, Inc., is, and at all times

hereinafter mentioned has been, owned fifty (50%) per centum by the aforesaid Greyhound Corporation and fifty (50%) per centum by the American Contract and Trust Company, all of the common stock of which is and at all times hereinafter mentioned has been owned by the Pennsylvania Railroad Company, a corporation organized under and existing by virtue of the laws of the State of Pennsylvania, with its offices at Philadelphia, Pennsylvania.

4. The respondent Pennsylvania Greyhound Lines, Inc., owns, and at all times hereinafter mentioned has owned, all of the common stock of Pennsylvania Greyhound Lines of New York, Inc.; Pennsylvania Greyhound Lines of Indiana, Inc.; Pennsylvania Greyhound Lines of Illinois, Inc.; Pennsylvania Greyhound Lines of Virginia, Inc.; The Pennsylvania Greyhound Transit Company; and the Montgomery Bus Co., Inc.

5. The respondent Pennsylvania Greyhound Lines, Inc., through its aforesaid wholly owned subsidiary corporations, owns, operates and controls, and at all the times hereinafter mentioned has owned, operated and controlled a motor bus transportation system for the transportation of passengers and express for hire, approximately five thousand (5,000) miles in length, from, to and between the following named cities as termini: Pittsburgh, Pennsylvania; Chicago, Illinois; Indianapolis, Indiana; St. Louis, Missouri; New York, New York; Philadelphia, Pennsylvania; and Atlantic City, New Jersey; operating in such transportation in excess of three hundred and fifty motor coaches.

6. The respondent Greyhound Management Company, Inc., in conjunction with the respondent Pennsylvania Greyhound Lines, Inc., and its above-named subsidiaries, operates and controls, and at all the times hereinafter mentioned has operated and controlled, at Pittsburgh, Pennsylvania, a garage and repair shop at and in which the motor buses and coaches of the Pennsylvania Greyhound Lines, Inc., its above-named subsidiaries, and other transportation companies are serviced, repaired, and mechanically maintained in the course of transportation for hire of passengers and express from points and places within the State of Pennsylvania to points and places outside of the State of Pennsylvania; from points and places outside the State of Pennsylvania to points and places within the State of Pennsylvania and elsewhere, and from points and places outside of the State of Pennsylvania, through the State of Pennsylvania to points and places outside the State of Pennsylvania, and to make possible and safe their regular, continued and efficient current use in the course of such transportation.

7. The aforesaid operations of respondents occur in the course and current of commerce among the several states, are an integral part of the operations of instrumentalities of such commerce, and constitute commerce among the several states.

8. At all the times hereinafter mentioned, employees engaged at the said Pittsburgh, Pennsylvania, garage and repair shop in the servicing, repairing, and mechanical maintenance of motor buses and coaches as more fully described in paragraph six (6) of this complaint, are and have been employed by the respondent Greyhound Management Company, Inc., and the respondent Pennsylvania Greyhound Lines, Inc.

9. The respondents, by their officers and agents, while engaged in operations as described above, on July 30, 1935, did discharge C. D. Lehman, an automotive electrician; Steve Mitchell, a mechanic; Emil Law, a mechanic; Lester Moberly, a mechanic; Albert McKelvie, a mechanic; and Albert Burns, a greaser; on July 31, 1935, did discharge John Rihr, a mechanic; on August 13, 1935, did discharge Erwin D. Matthews, a mechanic; and on September 18, 1935, did discharge Robert Maxwell, a painter; all employed by respondents at the Pittsburgh, Pennsylvania, garage and repair shop as described above, and engaged in the servicing, repairing and mechanical maintenance of motor buses and coaches as described in paragraph six (6) and respondents have at all times since said dates refused to reinstate the said C. D. Lehman, Steve Mitchell, Emil Law, Lester Moberly, Albert McKelvie, Albert Burns, John Rihr, Erwin D. Matthews, and Robert Maxwell, and each of them.

10. The respondents, by their officers and agents, discharged and refuse to reinstate said C. D. Lehman, Steve Mitchell, Emil Law, Lester Moberly, Albert McKelvie, Albert Burns, John Rihr, Erwin D. Matthews, and Robert Maxwell, and each of them, for the reason that they joined and assisted a labor organization known as Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, and engaged in concerted activities with other employees in the Pittsburgh, Pennsylvania, garage and repair shop above described, and elsewhere for the purpose of collective bargaining and other mutual aid and protection.

11. The respondents, by their officers and agents, while operating as described above, from July 5, 1935 down to and including the date of the filing of this complaint, have urged, persuaded and warned their employees at the Pittsburgh, Pennsylvania, garage and repair shop above described, to refrain from becoming or remaining members of said Local Division No. 1063, have threatened the said employees with discharge if they became or remained members thereof, and have kept under surveillance the meetings and meeting places of the said Local Division and of members thereof employed by respondents as aforesaid.

12. By their discharge of said C. D. Lehman, Steve Mitchell, Emil Law, Lester Moberly, Albert McKelvie, Albert Burns, John Rihr, Erwin D. Matthews, and Robert Maxwell, and each of them, and their refusal to reinstate them, and each of them, by urging, persuading, warning and threatening their employees as aforesaid, and by surveillance, all as above set forth, the respondents have interfered with, restrained, and coerced and are interfering with, restraining, and coercing their employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, and have thereby engaged in and are thereby engaging in unfair labor practices within the meaning of Section 8, sub-division (1) of said Act.

13. By their discharge of said C. D. Lehman, Steve Mitchell, Emil Law, Lester Moberly, Albert McKelvie, Albert Burns, John Rihr, Erwin D. Matthews, and Robert Maxwell, and each of them, and their refusal to reinstate said persons, and each of them, as above set forth, the respondents did discriminate and are discriminating

in regard to hire and tenure of employment of said C. D. Lehman, Steve Mitchell, Emil Law, Lester Moberly, Albert McKelvie, Albert Burns, John Rihr, Erwin D. Matthews, and Robert Maxwell, and each of them, and did thus discourage and are thus discouraging membership in said Local Division, and did thereby engage in and are engaging in unfair labor practices within the meaning of Section 8, sub-division (3) of said Act.

14. The respondents, by their officers and agents, while operating as described above, from July 5, 1935, down to and including the date of the filing of this complaint, have dominated and interfered with the administration of a labor organization of their employees known as the "Employees Association, Pennsylvania Greyhound Lines Incorporated", and have contributed financial and other support thereto, and did thereby engage in and are thereby engaging in unfair labor practices within the meaning of Section 8, subdivision (2) of said Act.

15. The aforesaid unfair labor practices of respondents have occurred and are occurring in the course and current of commerce among the several states, and have led and tend to lead to labor disputes and other forms of industrial strife and unrest which have the intent and necessary effect of burdening and obstructing said commerce and the free flow thereof, by impairing the efficiency, safety and operation of instrumentalities of said commerce.

16. The aforesaid acts of respondents enumerated in paragraphs nine, ten, eleven, twelve, thirteen, fourteen and fifteen (9, 10, 11, 12, 13, 14, 15) above constitute unfair labor practices affecting commerce, within the meaning of Section 8, subdivisions (1), (2), and (3) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

Wherefore, the National Labor Relations Board on the 9th. day of October, 1935, issues its complaint against the Pennsylvania Greyhound Lines, Inc., and the Greyhound Management Company, Inc., respondents herein.

NOTICE OF HEARING

Please take notice that on the 22nd day of October, 1935, at 10 o'clock in the forenoon, at the United States District Court Room Number 6, Post Office Building, Grant Street and Seventh Avenue, Pittsburgh, Pennsylvania, a hearing will be conducted before the National Labor Relations Board, by its members, J. Warren Madden, Chairman, John M. Carmody and Edwin S. Smith, on the allegations set forth in the complaint attached hereto, at which time and place you will have the right to appear, in person or otherwise, and give testimony.

You are further notified that you have the right to file with the National Labor Relations Board at its office at 1010 Vermont Avenue, Washington, D. C., an answer to the complaint attached hereto, within five (5) days from the date of service of the said complaint.

Enclosed herewith for your information is a copy of Rules and Regulations, Series I, made and published by the National Labor Relations Board pursuant to authority granted in the National

Labor Relations Act. Your attention is particularly directed to Article II of said Rules and Regulations.

In witness whereof the National Labor Relations Board has caused this, its complaint and notice of hearing to be signed by the Members of the Board on the 9th. day of October, 1935.

(signed) J. WARREN MADDEN, *Chairman.*
(signed) JOHN M. CARMODY,
(signed) EDWIN S. SMITH,
Members.
NATIONAL LABOR RELATIONS BOARD.

RETURN OF SERVICE

Verified October 10, 1935

I hereby certify that, being a person over 18 years of age, I duly served a copy of the order, complaint and notice of hearing, and National Labor Relations Board Rules and Regulations, Series 1, all attached hereto, on S. R. Sundstrom, as President of Pennsylvania Greyhound Management Company, Inc., on October 10, 1935.

(Signed) NATHAN WITT, *Regional Attorney.*

Sworn to before me and subscribed in my presence this 10th day of October, 1935.

(Signed) ELIZABETH A. WELLS,
Notary Public in and for Cuyahoga County, Ohio.

My commission expires Feb. 20, 1938.

AFFIDAVIT OF SERVICE

Verified October 12, 1935

CITY OF PITTSBURGH,
COUNTY OF ALLEGHENY,
State of Pennsylvania, ss:

Robert B. Watts, being duly sworn, says:

I hereby certify that being a person over twenty-one years of age I duly served a copy of the within complaint, notice of hearing, order, Rules and Regulations—Series 1, on Pennsylvania Greyhound Lines, Inc., and Greyhound Management Co., Inc., on October 10, 1935, by leaving a copy of said complaint, notice of hearing, order, and Rules and Regulations—Series 1, with the person in charge of the office and place of business of each of said Corporations in Pittsburgh; to wit: upon Pearl Begler, Secretary to H. S. Crawford, at 1010 Liberty Avenue, Pittsburgh, Pennsylvania.

(Signed) ROBERT B. WATTS,
Regional Attorney for Sixth Region.

Sworn to me before October 12, 1935.

CLINTON S. GOLDEN, *Regional Director.*

REQUEST FOR EXTENSION OF TIME TO FILE ANSWER

Dated October 12, 1935

1935 Oct 12 pm 2 25

AB 25 1 129 DL—Minneapolis Minn 12 1214 P

Hon J WARREN MADDEN *Chairman—*
National Labor Relations Board Wash D C—

The impossibility of complying with the requirement of an answer to the complaint in case number C one Pennsylvania Greyhound Lines Greyhound Management Company within five days from date of service which was on October Tenth is apparent when the complaint has just reached me here at this time by air mail Stop I have just reached my office after an absence of two weeks traveling on Greyhound business Stop I was notified by telephone of the filing of the complaint from Cleveland while in Chicago and gave instructions to forward the complaint by air mail to my office in Minneapolis Stop I can be prepared to appear at Pittsburgh on the date of the hearing and present an answer or such other representations as may be deemed advisable—

IVAN BOWEN,
General Counsel Pennsylvania Greyhound Lines and Greyhound Management Company.

ORDER EXTENDING TIME REQUIRED TO ANSWER COMPLAINT

Dated October 12, 1935

Application having been made by the respondent for an extension of time within which to answer the complaint in the above matter, the National Labor Relations Board has extended the time within which the respondent is required to answer the complaint to the time of the hearing, 10 o'clock, Tuesday, October 22, 1935.

Signed at Washington, D. C., this 12th day of October, 1935.

(Signed) J. WARREN MADDEN,
Chairman.

(Signed) JNO. M. CARMODY,
Member.

(Signed) EDWIN S. SMITH,
Member.

NOTICE OF MOTION TO AMEND CHARGE AND COMPLAINT

Filed October 18, 1935

GREYHOUND MANAGEMENT COMPANY,
1920 [illegible]erior Avenue, N. E., Cleveland, Ohio.

Please take notice that at the hearing of the above entitled cause, to be held on the 22nd day of October, 1935, at Pittsburgh, Pennsylvania, Local Division No. 1063, Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, by its attorney, will move to amend the charge and complaint herein by striking the abbreviation "Inc." from the name of the respondent

"Greyhound Management Company, Inc.", so as to make the name of the said respondent conform to the name on its charter.

(Sgnd) CHARLTON OGBURN,

Attorney for Local Division No. 1063, Amalgamated Association of Street Electric Railway and Motor Coach Operators of America, Union Trust Building, Washington, D. C.

OBJECTION TO JURISDICTION

Filed October 22, 1935

Comes now Ivan Bowen, Attorney, and appearing specially for the purpose of objecting to the jurisdiction of the National Labor Relations Board and of J. Warren Madden, Chairman, Jno. M. Carmody, Edwin S. Smith, Members, does object for Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, Respondents, named in that certain proceeding entitled:

UNITED STATES OF AMERICA,

Before the National Labor Relations Board

Washington, D. C.

Case No. C 1

In the matter of PENNSYLVANIA GREYHOUND LINES, INC. GREYHOUND MANAGEMENT COMPANY AND LOCAL DIVISION NO. 1063 OF THE AMALGAMATED ASSOCIATION OF STREET, ELECTRIC RAILWAY AND MOTOR COACH EMPLOYEES OF AMERICA

to the jurisdiction of said National Labor Relations Board and J. Warren Madden, Chairman, Jno. M. Carmody, Edwin S. Smith, Members, in said proceeding, and to the jurisdiction of said National Labor Relations Board and J. Warren Madden, Chairman, Jno. M. Carmody, Edwin S. Smith, Members, over Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company named respondents, on the following grounds:

1. That the National Labor Relations Act, approved July 5, 1935 (Public No. 198—74th Congress) is invalid, void and in contravention of the rights, immunities and privileges of said Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company under the Constitution of the United States of America in

(a) that it delegates legislative power to the National Labor Relations Board contrary to and in violation of Section One of Article One of said Constitution of the United States.

(b) that it delegates judicial power to the National Labor Relations Board contrary to and in violation of Section One and Section Two, Paragraph 1, of Article Three of said Constitution of the United States.

2. That Section 8, Paragraph 3, Section 9 (a) and Section 10 (a) of the National Labor Relations Act, approved July 5, 1935 are invalid, void and in contravention of Article Thirteen, Section One of the Amendments to the Constitution of the United States of America

prohibiting involuntary servitude and of Article Five of the Amendments to the Constitution of the United States in that such sections and paragraphs of the National Labor Relations Act and the acts of the National Labor Relations Board, pursuant thereto, deprive Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, Respondents, of liberty and property without due process of law.

3. That Section 8, Paragraph (1) and (2) of the National Labor Relations Act, approved July 5, 1935 and the National Labor Relations Board acting pursuant thereto seek to abridge the freedom of speech of Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, Respondents, contrary to and in violation of Article One of the Amendments to the Constitution of the United States of America and to deprive said Respondents of liberty and property without due process of law in violation of Article Five of the Amendments to the Constitution of the United States.

4. That Section 10 of the National Labor Relations Act and the National Labor Relations Board acting pursuant thereto deny Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, Respondents, the right of trial by jury and the right to have facts so tried examined in a court of the United States according to the rules of the common law contrary to and in violation of Article Seven of the Amendments to the Constitution of the United States and confer upon said National Labor Relations Board judicial power in violation of Section One and Section Two (1) of Article Three of the Constitution of the United States and in violation of said Respondents rights thereunder.

5. That said National Labor Relations Act and said National Labor Relations Board acting pursuant thereto exercise powers contrary to the reservations of Article Ten of the Amendments to the Constitution of the United States and in violation of the rights of Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, Respondent companies thereunder.

6. That Section 9 of the National Labor Relations Act and said National Labor Relations Board acting pursuant thereto deprive Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, Respondents, of liberty and property without due process of law contrary to and in violation of the rights of said Respondents under Article Five of the Amendment to the Constitution of the United States.

7. That the matters alleged in the complaint involve transactions and relations between employer and employees which are local in character and are not subject to regulation by the Congress of the United States, by virtue of the reservation of Article Ten of the Amendments to the Constitution of the United States.

ANSWER

Filed October 22, 1935

Comes now Pennsylvania Greyhound Lines, Inc. and Greyhound Management Co. named as respondents in the above entitled matter and for their individual and joint answer, allege as follows:

1. Admit the allegation of Paragraph 1 of the complaint herein except that the Pennsylvania Greyhound Lines, Inc. does not have an office at Chicago, Illinois.

2. Admits the allegation of Paragraph 2 of the complaint.

3. Alleges that the allegations of Paragraph 3 of the complaint are irrelevant and immaterial.

4. Admits the allegations of Paragraph 4 of the complaint except that Pennsylvania Greyhound Lines, Inc. does not own any of the common stock of Pennsylvania Greyhound Lines of New York, Inc.

5. Denies the allegations of Paragraph 5 of the complaint and alleges that the companies named in Paragraph 4 of the complaint except Pennsylvania Greyhound Lines of New York, Inc., the stock of which is not owned by Pennsylvania Greyhound Lines, Inc. operate upon the public highways as common carriers of passengers pursuant to the laws of various states and of the United States.

6. Denies the allegations of Paragraph 6 of the complaint.

7. Denies the allegations of Paragraph 7 of the complaint.

8. Denies the allegations of Paragraph 8 of the complaint.

9. Denies the allegations of Paragraph 9 of the complaint.

10. Denies the allegations of Paragraph 10 of the complaint.

11. Denies the allegations of Paragraph 11 of the complaint.

12. Denies the allegations of Paragraph 12 of the complaint.

13. Denies the allegations of Paragraph 13 of the complaint.

14. Denies the allegations of Paragraph 14 of the complaint.

15. Denies the allegations of Paragraph 15 of the complaint.

16. Denies the allegations of Paragraph 16 of the complaint.

PENNSYLVANIA GREYHOUND LINES, INC.
GREYHOUND MANAGEMENT COMPANY
By IVAN BOWEN, (Signed)
Attorney,
Rand Tower, Minneapolis, Minn.

STIPULATION

Filed December 7, 1935

The National Labor Relations Board, by Robert Watts, its attorney, Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, Inc., by their attorney, Ivan Bowen, and Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America, by its attorney, Charlton Ogburn, stipulate and agree to be bound by the following facts as part of the record in the above matter:

The Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America is an unincorporated organization, organized September 15, 1892, consisting of Local Division Associations comprised of motormen, conductors, guards, brakemen, trolleymen, bus and coach operators, garage men and all men operating cars and trains, all gatemen, watchmen and wardens, all employes of the car houses and pit department, all collectors, janitors, watchmen, yard crews, elevator men, porters, clerks and laborers; and whose objects are to organize Local Division Associations; to place its members' occupation upon a higher plane of intelligence, efficiency and skill; to encourage the formation in Local

Division Associations of sick and death benefit funds in order that it may properly care for its sick and bury its dead; to establish schools of inspection for imparting a practical knowledge of modern and improved methods and systems of transportation and trade matters generally; to encourage the settlement of all disputes between employes and employers by arbitration; to secure employment and adequate pay for its members' work; to reduce the hours of labor and by all legal and proper means to elevate the moral, intellectual and social condition of its members. Numerous Local Division Associations, pursuant to the above policy, are now, and for many years have been, under contractual relations with their employers in the transit industry covering wages and conditions of work.

The Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America is affiliated with the American Federation of Labor, an unincorporated association consisting of affiliated International unions (such as the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America), National unions, State Federations, Central and City Labor Councils, and Federal Labor Unions; and is also affiliated with the Trades and Labor Congress of Canada.

Local Division 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America is a Local Division Association thereof, existing under a charter granted by the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America to it on May 7, 1935, in accordance with the Constitution and General Laws of the order. Local Division 1063 is governed by the laws of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America, contained in its Constitution and General Laws. Its officers, when elected, consist of a President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Correspondent, Conductor, Warden and Sentinel, and an executive board. Only a President and a Board Member have to date been elected in this Local Division. The objects of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America, as hereinbefore stated, are the objects of Local Division 1063; and in the furtherance of said objects Local Division 1063 exists to the extent above indicated for the purpose in part of dealing with the employer of its members concerning grievances, labor disputes, wages, rates of pay, hours of employment and conditions of work.

(Signed) ROBERT WATTS,
Attorney for National Labor Relations Board.

(Signed) IVAN BOWEN,
Attorney for Pennsylvania Greyhound Lines, Inc. and Greyhound Management Co.

(Signed) CHARLTON OGBURN,
Attorney for Local Division 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America.

DECISION OF NATIONAL LABOR RELATIONS BOARD

Dated December 7, 1935

STATEMENT OF CASE

On October 8, 1935, Local Division 1063, Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, transmitted to the National Labor Relations Board a charge against the Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, Inc. of violation of the National Labor Relations Act, and requested that the Board permit such charge to be filed with it. Permission for such filing was granted by the Board on October 8, 1935, pursuant to its Rules and Regulations, Series 1, Article II, Section 35. On October 9, 1935, the Board issued its complaint against the Pennsylvania Greyhound Lines, Inc. and the Greyhound Management Company, Inc., hereinafter called the respondents, alleging that the respondents had committed unfair labor practices affecting commerce within the meaning of Section 8, subdivisions (1), (2) and (3), and Section 2, subdivisions (6) and (7) of the National Labor Relations Act. In summary, in respect of the unfair labor practices the complaint stated:

1. The respondents, by their officers and agents, discharged C. D. Lehman, Steve Mitchell, Emil Law, Lester Moberly, Albert McKelvie, Albert Burns, John Rihr, Erwin D. Matthews and Robert Maxwell, all employees of the respondents at a garage located in Pittsburgh, Pennsylvania, for the reason that they joined and assisted a labor organization known as Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, and engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection.

2. The respondents, by their officers and agents, have urged, persuaded and warned their employees at the Pittsburgh, Pennsylvania garage to refrain from becoming members of Local Division No. 1063, have threatened them with discharge if they became or remained members thereof, and have kept under surveillance the meetings and meeting places of Local Division No. 1063. The discharges and the above acts are alleged to be unfair labor practices, forbidden by Section 8, subdivisions (1) and (3).

3. The respondents, by their officers and agents, have dominated and interfered with the administration of a labor organization of their employees known as the Employees Association, Pennsylvania Greyhound Lines, Incorporated, and have contributed financial and other support thereto. Such acts are alleged to be unfair labor practices prohibited by Section 8, subdivision (2).

The complaint and accompanying Notice of Hearing were served on October 10, 1935, on Local Division No. 1063, the Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, Inc., in accordance with the Rules and Regulations, Series I, Article V.

Pursuant to the Notice of Hearing accompanying the complaint, a hearing was held at Pittsburgh, Pennsylvania, by the National Labor Relations Board, all members being present, and testimony taken. Full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing upon the issues was afforded to all parties. The respondents appeared specially at this hearing and objected to the jurisdiction of the Board (Resp. Exhibit 1) on constitutional grounds. Upon the denial of their objections by the Board, the respondents moved to dismiss on the ground that the facts stated in the complaint did not justify the issuance of the complaint under the Act. This motion was denied by the Board. The respondents thereupon filed their answer to the complaint (Resp. Exhibit 2), denying the allegations of violation, and participated in the hearing. Upon motion of the attorney for Local Division No. 1063 (Board Exhibit 2), acquiesced in by the respondents and by the attorney for the National Labor Relations Board, the complaint was amended by striking the abbreviation "Inc." from the name of the respondent "Greyhound Management Company, Inc.", so as to make the name of that respondent conform to the name on its charter. At the close of the Government's presentation of its case, the respondents moved to dismiss on the ground that the evidence failed to prove the complaint. This motion was denied. The respondents then offered evidence to support their answer. At the close of the hearing the respondents waived their privilege of oral summation and thereafter submitted a written brief to the Board.

Findings of Fact

I. GREYHOUND SYSTEM AND COMPANIES INVOLVED

A. *Greyhound Lines*

The Greyhound Lines is a nation-wide system engaged in the transportation for hire of passengers and property by motor buses. By means of a number of affiliated companies this system affords, through its own and connecting lines, motor bus transportation to every state in the United States and to some cities in Canada (Board Exhibit 11). Operated as an integrated system, through traffic agreements, interline tariffs, connecting schedules and joint advertising, the Greyhound Lines presents striking similarities to our national railroad systems. Schedules similar to railroad time-tables are issued which provide detailed information covering travel to any part of the United States. These schedules include trips varying from short regional trips, such as from Philadelphia to New York or New York to Boston, to transcontinental trips from New York to California, Chicago to Miami, Jacksonville to Los Angeles, or New York to New Orleans (Board Exhibit 12). Tariff schedules contain complete information on the rates for interstate transportation of property on this system and the rules and regulations governing such transportation (Board Exhibit 57). Terminals similar to railroad stations are located in key cities. In several large cities Travel Bureaus are maintained for the convenience of persons seeking information about schedules and rates (Board Exhibit 14). So rapid and extensive has been the development of this transportation system that the advertis-

ing statement "Greyhound Bus Lines serve more millions of people, more territory, more cities and national playgrounds than any other travel system in the United States" (Board Exhibit 14) is far from an idle boast. In 1934 the Greyhound Lines operated 125,170,245 bus miles, as compared to 106,386,939 in 1933. The miles of route traversed totaled 42,863 in 1934, and the number of buses owned was 1,614. The number of employees was 6,077 (Board Exhibit 9, at 1808). The Greyhound Lines claims that it sells about 30 million tickets annually (Board Exhibit 14).

The principal corporation in this system is the Greyhound Corporation, incorporated in Delaware in 1926 to act as a holding company in the field of motor bus transportation. This company owns stock interests in the thirteen bus operating companies whose routes connect to form the national system of Greyhound Lines. Of these thirteen, nine are controlled through stock ownership. The operating revenues of these thirteen companies for the year 1934 was $33,603,109. It also has interests in terminal companies and other companies performing auxiliary services. The control by stock ownership is heightened by a system of interlocking officers and directors (Board Exhibits 20 and 21). The subsidiaries of the Greyhound Corporation in turn own or control many operating companies. Railroads own stock interests in five of the bus operating companies, the holdings of the Pennsylvania Railroad being very extensive (Board Exhibits 9, 10 and 17).

B. *Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company—the Respondents*

The Pennsylvania Greyhound Lines, Inc., incorporated in Delaware in 1930 (Board Exhibits 3, 4, 5; Resp. Answer, par. 1), is one of the corporations affiliated with the Greyhound Corporation. Fifty per cent of its common stock is owned by the Greyhound Corporation and the other fifty per cent, together with all of the preferred stock, by the American Contract & Trust Co., a wholly owned subsidiary of the Pennsylvania Railroad Company. The Pennsylvania Greyhound Lines, Inc. owns the entire stock of the Pennsylvania Greyhound Lines of Indiana, Inc.; Pennsylvania Greyhound Lines of Illinois, Inc.; Montgomery Bus Co., Inc.; Pennsylvania Greyhound Lines of Virginia, Inc.; Peoples' Rapid Transit Co., Inc. and the Pennsylvania Greyhound Transit Co., bus operating companies and terminal companies. The Pennsylvania Greyhound Lines, Inc. and its wholly owned operating companies form what is known as the Pennsylvania Greyhound System. It operates an interstate bus transportation system of nearly 5,000 miles in length, extending from New York, Philadelphia and Atlantic City to Chicago, Indianapolis and St. Louis, and transporting for hire persons, baggage, mail, and freight. The operating revenues for this System for the year 1934 were about $7,000,000 (Board Exhibits 9 and 10, Resp. answer, par. 4, Resp. answer par. 3, Rules & Reg., Series 1, Art. II, par. 9). The Pennsylvania Greyhound Lines, Inc., acts as fiscal agent in performing bookkeeping, auditing and financial services, and in the supervision of payrolls and is the employer of the men in the Pennsylvania Greyhound System (see infra). In turn, it has

an agreement with the Greyhound Management Company whereby the latter is employed as managing agent for Pennsylvania Greyhound Lines, Inc. and its subsidiaries, subject at all times to the general supervision and direction of the boards of directors of those companies.

The Greyhound Management Company is a Delaware corporation (Board Exhibits 6, 7, 8; Resp. Answer, par. 2) all of whose stock is owned by the Greyhound Corporation (Board Exhibits 9 and 10; Resp. Answer, par. 3, Rules & Reg., Series 1, Art. II, par. 9). It performs various services for the Greyhound operating companies and controlling corporations, in addition to the Pennsylvania Greyhound System, such as the handling of group, insurance and personnel problems, the preparation of schedules, legal services, advertising, etc.

C. *Pittsburgh garage*

The System owns and operates a number of garages in strategically located cities, such as New York, Philadelphia, Chicago, Cleveland and Pittsburgh (Board Exhibit 16). Pittsburgh is an important terminus in the northeastern part of the Greyhound Lines. It connects by direct interstate bus route with New York, St. Louis, Washington, Philadelphia, Detroit, Cleveland, Chicago, Buffalo, Scranton, and Charleston, W. Va. (Board Exhibits 12 and 13; also Board Exhibits 29, 30, 31, 32). The garage at Pittsburgh is leased and operated by the Pennsylvania Greyhound Transit Co. from the Pennsylvania Greyhound Lines, Inc. This garage serves all of the Greyhound buses operating from, through or to Pittsburgh on those routes, so that its services are used mainly by the operating subsidiaries of Pennsylvania Greyhound Lines, Inc. In addition, it performs services for other bus companies, operating both inter- and intra-state, for which direct charge is made. The garage, located at California and St. Ives Streets, is a one-story building occupying an entire block. About 90 men are employed at this garage on an average; 91 were employed during the month of July (Resp. Exhibits 17 and 22). The superintendent is Jack J. Nyland, and under him are three foremen, M. Bremmier, J. O'Boyle and P. Keast. The Assistant Manager of Maintenance for the Pennsylvania Greyhound System, Carl D. Sprain, and the Superintendent of Drivers, Karl Bauer, have offices in the garage.

The garage is open continuously all year round for the servicing of buses. After a bus has completed a scheduled run to Pittsburgh and before leaving on its next scheduled run, it is brought to the garage, cleaned and washed. It is then greased, oil and gasoline are added and it is inspected for defects. Any defects which have been noticed by the driver, as indicated in a driver's envelope, and any other defects discovered in the inspection are then noted on a service order and are remedied. The foreman assigns various mechanics and specialists to the several jobs and each man places his number opposite the work performed as indicated on the service order. The brakes and wheels are tested and adjusted if necessary. After the various repairs have been made the bus is ready for testing. An employee known as a "tester" takes the bus on a short trial run to ascertain if all defects have been remedied and if the bus is ready for operation.

If the trial run is satisfactory, the tester so reports to the foreman, who has the responsibility of finally approving the bus as ready for service. The driver then calls for the bus and it proceeds on its regular run. The work performed as described above is directed to insure safe and continuous operation of the various buses on their regular interstate schedules. It is performed while the buses are idle awaiting their next scheduled run, so that they are not taken out of regular and continuous service.

The servicing described above is given regularly and continuously to all buses operating through Pittsburgh on their schedules and is necessary to enable these buses to continue such scheduled operation. In addition to this regular service, major repair work is performed at the garage. A number of Greyhound buses are "allocated" to the Pittsburgh garage for their major repairs. These buses receive at Pittsburgh everything except the regular servicing described above, which may be performed at other terminal points in addition to Pittsburgh, and any emergency repairs necessary to enable the bus to return to Pittsburgh if major repair work is necessary. At every 15,000 miles and 45,000 miles a bus so allocated is withdrawn from service and thoroughly inspected and all necessary repairs made. Painting, straightening of fenders, body work and similar jobs are also part of the major repair work performed on allocated buses. Each garage has its allocated coaches, the Pittsburgh garage having about ninety on the average (Resp. Exhibit 18).

The employees at the garage are classified as mechanics and mechanic helpers, painters, sheet metal men, trimmers, batterymen, bodymen and bodymen helpers, cleaners, brakemen, electricians, gassers, greasers, machinists, unit mechanics, washers, welders, etc., together with subdivisions of the broader classes. Some of the employees function as road mechanics. They are dispatched from the Pittsburgh region and make such emergency repairs as are necessary to enable the bus to proceed to a garage. Sometimes the road mechanic takes with him another bus to replace the disabled bus. The drivers working in the Pittsburgh region are not garage employees, but they do have a room in the garage allocated to them where they congregate preparatory to going out on their trips and where they make their reports (Resp. Exhibit 17).

II. THE EMPLOYEES ASSOCIATION OF THE PENNSYLVANIA GREYHOUND LINES, INC.

A. *Formation of Employees Association and conduct of elections*

The complaint alleges, and the answer denies, that the respondents are dominating and interfering with the administration of a labor organization of their employees known as the Employees Association of the Pennsylvania Greyhound Lines, Inc.[1] and are contributing financial and other support to it. In order fully to understand the present operation of the Association and the attitude of the respondents toward it and other labor organizations, it will be necessary to describe briefly its formation and history. While the Na-

[1] There is a slight inaccuracy in the name used in the complaint. The correct name is given in the text above.

tional Labor Relations Act applies only to practices occurring on or after July 5, 1935, in cases where such practices have their origins in events prior to that date, knowledge of that background of events may be vital to a proper evaluation of the present practices. Consequently, in this and other parts of the findings of fact reference will be made to events prior to July 5, 1935 wherever it is necessary for this purpose.

Until the fall of 1933 the employees of the Pennsylvania Greyhound System were unorganized and did not belong to any labor organization or association. However, about the month of July, 1933, the management decided, after discussions with representatives of employers in other industries, that the employees should be organized into some form of employee association. Mr. S. R. Sundstrom, President and General Manager of Pennsylvania Greyhound Lines, Inc., stated that there had been no demand to the management on the part of employees for any form of organization, and that the Association subsequently formed by the management was definitely instigated by it. An accurate and informative description of the management's sponsorship and initiation of the Association is contained in a letter from W. A. Duvall, General Manager of Maintenance for the Pennsylvania Greyhound System, to various subordinates, including Mr. Nyland, the superintendent of the Pittsburgh garage. This letter (Board Exhibit 73), dated July 26, 1933, reads as follows:

"Mr. J. NYLAND
Mr. DEL BURNS
Mr. CHAS. WARD
Mr. WM. GLOVER
Mr. WM. ELLS

"The management has decided to set up a plan of employe representatives. At a Meeting of the Regional Managers of Pennsylvania Greyhound Lines in Cleveland yesterday the matter was explained fully and upon their return it will be discussed at length with you.

"Before the plan can be set up the Management must be requested by the employes at the various divisions to do so. Am attaching a sample of the petition which will be used for obtaining a list of the employes interested.

"It is to our interest to pick out employes to serve on the committee who will work for the interest of the company and will not be radical. This plan of representation should work out very well providing the proper men are selected, and considerable thought should be given to the men placed on this responsible Committee.

"This matter should be discussed fully with the Regional Managers before anything is done, as they have been given full instructions on how it should be handled.

Yours very truly,

(Sgd.) W. A. DUVALL
Manager of Maintenance."

Accompanying the letter was a sample petition prepared by the management, with the following heading:

"'We, the undersigned employees of the _____ (Region)

request that an election be held for the purpose of electing employee representatives in this Region to confer with the Management on matters affecting our welfare.'"

and having the following instruction at the bottom:

"(Sample to be drawn up and sent to key men who will prepare one themselves in this order.)" (Board Exhibit 74)

For the Pittsburgh Region of the Pennsylvania Greyhound System, such petitions were circulated among and signed by the employees of the Pittsburgh garage and the drivers stationed there by employees selected by the management, who stated to some of the signers that "Crawford instructed us since the N. R. A. came along that we have to have an organization." Crawford was the Regional Manager for the Pittsburgh Region of the Pennsylvania Greyhound System. The "request" embodied in these petitions was "accepted" by the company by a posted notice. Notices signed by Crawford were then posted, fixing the time and procedure of voting and listing the persons who had been nominated by the employees (Board Exhibits 60, 61). Employee tellers were selected by the Regional Manager and a member of the management acted as ex officio Teller. The voting was by secret ballot from August 29 to August 31, 1933, and supervisory employees were not permitted to vote. A representative each from the drivers, the maintenance force and the clerical force were selected. A notice signed by Crawford was posted, announcing the employees elected, who were designated "Regional Committeemen", and informing them that they would meet at a stated date to elect a Regional Chairman, who would have stated functions (Board Exhibit 63). A letter from Crawford to the employee representatives confirmed the meeting and informed them that three named members of the management would represent the company on the Regional Committee (Board Exhibit 64). At the meeting of the Regional Committee presided over by Crawford, Robert J. Davidson, the representative of the drivers, was elected Chairman by the three employee representatives, the management representatives and Crawford not being present during this election.

Davidson was then notified by Crawford that the first meeting of the General Committee, composed of Regional Chairmen, would be held in Cleveland for the purpose of electing a General Chairman and for consideration of the proposed by-laws of the Employees Association. On September 6, 1933 Davidson and four other Regional Chairmen of the Pennsylvania Greyhound System met with the eight Regional Chairmen of the other systems at the general office in Cleveland. Marcus Dow, Manager of Safety and Personnel for the Pennsylvania Greyhound System, presided. At his suggestion a General Chairman of the Pennsylvania Greyhound System was elected, and the employees chose Davidson. Mr. Dow then presented mimeographed by-laws and regulations for the approval of the Regional Chairmen. These had been prepared by Mr. Sundstrom and Mr. Dow after they had gathered and examined material on company representation plans. These were then discussed by these employee representatives among themselves and amendments were suggested

by them. At a later date they were called to another meeting in Cleveland, presided over by Mr. Sundstrom, at which another series of mimeographed material was submitted. After further amendments suggested by the company and the employees were adopted, the documents were signed. These included a "Memorandum of Understanding Covering Method To Be Followed in the Handling of Questions Between the Management and the Employees Covered by the Following Regulations"; "By-Laws of the Employees Association of Pennsylvania Greyhound Lines, Incorporated"; "Regulations for the Government of Bus Operators"; "Regulations for the Government of Regional Clerical Employes", and "Regulations for the Government of Employes in the Maintenance Department" (Board Exhibits 66, 67 (incomplete), 68, 69, 70; Resp. Exhibits 5 and 6 are the same as Board Exhibits 66 and 67; Resp. Exhibits 10, 8 and 9 represent later editions, slightly revised, of Board Exhibits 68, 69 and 70). Neither the Memorandum of Understanding, the By-Laws, nor the various Regulations was ever presented to the entire group of employees for their approval or disapproval, they never voted on them, and they never approved them.

In the elections conducted in August, 1934 for the Pittsburgh region, the employees made nominations on petitions mimeographed by the company (Board Exhibits 75, 76, 77), printed ballots were distributed by the company (Board Exhibits 79, 80, 81, 82), the company prepared for the use of the employee representatives a list of employees eligible to vote (Board Exhibit 78), the elections were held on company time and company property, the reports of the tellers were made on mimeographed forms prepared by the company (Board Exhibits 83, 84, 85), and a notice on a mimeographed form, signed by Crawford and the Employees Regional Committee, was posted, giving the result of the election (Board Exhibit 86). The election of the employee representatives for 1935–1936, held in August, 1935, was similarly conducted (See Board Exhibit 87). The July 22, 1935 form letter of Dow, Manager of the Department of Safety and Personnel, to the Regional Managers calling attention to the 1935 elections is worthy of mention. It commenced by calling their attention to the annual election of employee representatives and its date. Nominations had to be in the hands of the Regional Manager on a certain date. Blank forms necessary for the election were furnished. The Regional Managers would prepare the election roll. Yet the Regional Managers were also advised that this is "strictly an employee election to be conducted by the employees" (Resp. Exhibits 28B; cf. 28A).

B. *Description and analysis of Employees Association*

The "Association is organized for the purpose of providing adequate representation for Bus Operators, Maintenance Employees and Clerical Employees before the Management of the Pennsylvania Greyhound Lines, Inc. and securing for them satisfactory adjustment of all controversial matters." (Preamble, By-Laws, Resp. Exhibit 6). The By-Laws define those eligible for membership and the qualifications of voters and representatives (Articles I and III). They provide for representatives from each of the three employee groups, the term of office and the method of filling vacancies (Article II).

The procedure for nominations and elections is outlined (Article IV). The composition of the Regional Committee, the election of a Regional Chairman, and the meeting of the Regional Committee with the members of the management, the composition of the General Committee, which consists of the Regional Chairmen, and the composition of the Joint Reviewing Committee, consisting of the Regional Chairmen and an equal number of management representatives, and meetings of the General Committee and the Joint Reviewing Committee, are provided for (Article V). The process of amendment is described (Article VII).

The Memorandum of Understanding (Resp. Exhibit 5) describes the manner in which "controversial" and "discipline matters" are to be handled. An employee dissatisfied with the decision of his immediate superior on any controversial point, including disciplinary action, may place the matter in the hands of his Regional Committeeman. The latter, by giving five days' notice, may have the matter brought up at the monthly meeting of the Regional Committee. Similarly, the Regional Manager may place controversial matters before the Regional Committee (Sections 3–5). In the event the Regional Committeeman cannot effect a satisfactory settlement with the Regional Manager, a "joint submission" is prepared by them stating the question at issue, the agreed facts and their positions. This is furnished to the Chairman of the General Committee, who may take the matter up with the proper company official—the Manager of Safety and Personnel for controversies affecting drivers, the Manager of Maintenance for controversies affecting maintenance employees, and the Comptroller for controversies affecting clerical employees. If a satisfactory settlement is not obtained, a "joint submission" is prepared by the General Chairman and the official involved and presented to the Joint Reviewing Committee (Sections 6–8). The Joint Reviewing Committee is composed of the Chairmen of the Regional Committees and an equal number of representatives of the management, and at least a two-thirds vote is necessary to a decision. Decisions rendered by this Committee are final and binding upon employees and management. If the Committee cannot arrive at a decision, provision is made for a committee of one employee, one representative of the management and a third person selected by these two, to be appointed to arbitrate the matter (Sections 9–13). The By-Laws of the Joint Reviewing Committee are contained in a separate document and provide for the election of officers, the date and place of business, the order of business, the duties of a secretary, etc. They may be changed by a two-thirds vote (Resp. Exhibit 7).

The following aspects of the Association's operations are significant:

(1) *Membership.* Membership in the Association is automatic. All employees engaged as bus operators, maintenance men or clerical employees and who are not in supervisory positions are members and eligible to vote if they had worked for the company for three months prior to the nominations. Membership ceases upon termination or severance of employment (Article I, By-Laws). There are no applications for membership, no dues, no membership cards.

(2) *Employee Representatives.* Only members, and consequently only employees, may be eligible for the office of representative. Ac-

cordingly, no outside person or organization may represent the employees (Article III, By-Laws).

(3) *Amendment of By-Laws.* The By-Laws of the Association (and also the By-Laws of the Joint Reviewing Committee) may be amended only by a two-thirds vote of the Joint Reviewing Committee. Since the membership on that Committee is divided equally between the employees and the management, the management has a veto power over any proposed change in the Employees Association (Article VI, By-Laws).

(4) *Employee Meetings.* The By-Laws and other regulations contain no provisions for employee meetings. The employees thus had no regular method of formulating the wishes of the entire group. Similarly, the employee representatives had no regular method of receiving instructions from the employees, of ascertaining their wishes or of imparting information to them.

(5) *Compensation of Employee Representatives.* The Regulations for the Bus Operators and the Maintenance Employees provide that members of the employee committee doing committee work will be compensated for time off at their regular rate of pay and for expenses (Bus Operators, 3-M-2(b); Maintenance Employees 8-F-2). The employee representatives also receive free transportation in addition to their expenses (Board Exhibit 65). Because of the extensive territory served by the respondents, some of the employee representatives must travel very frequently on the affairs of the Association.

(6) *Expenses of Association.* The employees do not pay any dues and do not contribute anything toward defraying the expenses of the Association. The mimeographing of forms, stenographic services, etc., and election material are all supplied by the management and all expenses of the Association and its machinery are borne by the management.

(7) *Management Veto by Inaction.* A department head could refuse to enter into a joint submission to the Joint Reviewing Committee, thus preventing the employee representatives from considering the problem with the management and allowing the management to pick and choose those matters which it would "talk over" with its employees.

The plan, like other "employee representation plans," was obviously designed primarily, if not solely, to handle individual employee grievances, rather than to provide an avenue for collective bargaining by means of which, as in the conventional relation between an employer and a labor union, a contract eventuates covering wages, hours and the basic working conditions for the employees for a fixed period. Prior to the inception of the plan, discipline was the concern of each individual official and complaints had been received. None of the documents contains a clause providing for collective bargaining on the part of the employees with the management in the future on questions that may arise concerning wages, hours or basic working conditions. While some general matters were discussed, this was due entirely to the activity and initiative of Davidson. At one time he took up the question of a wage increase and an equalization of wages for drivers. However, the request was not treated as a matter for bargaining but instead was looked upon as strictly a management problem. The official involved refused to

join in a joint submission to the Joint Reviewing Committee and the matter was thus ended. The classification of maintenance employees (infra), although proposed by the employee representatives, was handled as a purely managerial problem and not as a matter for collective bargaining.

The Regional Committee does not provide a favorable medium for free discussion and genuine bargaining. The Regional Manager presides over all of the meetings as chairman, so that four management representatives are present, as compared with three employee representatives. The conduct of the meetings is such as to make it appear that their sole purpose is the submission of individual complaints and grievances to the Regional Manager. No caucuses are held by either group. There is no real voting. The Regional Manager is generally the spokesman for the management. He presents the management's views and merely asks the employees if they acquiesce or disagree, or informs them of the management's views and states if they want to go further, they know the procedure. In some cases involving discharges the Joint Reviewing Committee and the department head did reverse the Regional Manager.

C. *Conclusion—management domination of and interference with Employees Association and contribution to it of financial and other support*

From the above description of the formation and operation of the Employees Association the conclusion is inescapable that the allegation in the complaint of the respondents' domination, interference and support is fully supported by the facts.

Historically, as shown above, the Employees Association was entirely the creature of the management. It was planned by the management, initiated and sponsored by it, and foisted upon employees who had never requested it. The initial elections were conducted by the management, its organization chartered by the management and its By-Laws written by the management. Its functions were described and given to it by the management.

Currently, it is still the creature of the management. All of its affairs are controlled by the management—its elections are arranged, conducted and supervised by the management, the meetings of the Regional Committees are controlled by the management so as effectively to prevent any genuine and free discussion, the choice of matters to be discussed by the General Committee of employee representatives rests with the management through the system of "Joint Submission", the organic structure is entirely at the control of the management because of the necessity for its consent to any amendment of the By-Laws. The Association is completely supported by the management, so that a cessation of its financial and other support would leave the Association completely penniless and unable to function. The words domination, interference and support are separately inadequate to describe the management's part in the Association. The totality of the management's prescribed organic structure of the Association and the management's participation results in complete subjugation and control.

The Association supposedly exists to provide "adequate representation for employees before the management". The "adequate rep-

resentation" actually provided is a mockery. The employees are not permitted to utilize the skilled services of men outside the employ of the respondents in negotiation with the management since there has been imposed upon them by the management an organization whereby only employees may be representatives. The employees have no regular or established method of meeting with each other and by discussion and debate to formulate the desires of the whole group and then as a body so to instruct their representatives: Similarly, the representatives have no established method of consulting with the employees whom they represent. The representatives are wholly dependent upon the management for their expenses and financial support. They have been intimidated and discouraged by the hostility of the management toward any real activity on behalf of the employees.

The Association is a labor organization within the meaning of Section 2, subdivision (5) which defines a "labor organization" to include an employee representation plan in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances and conditions of work. In its functioning the Association is a mechanism for the handling of grievances, an important aspect of employment, albeit it is management-controlled and the participation of the employees is futile. The respondents in their brief admit it is a labor organization.

While in its actual functioning the Association does not more than handle grievances, the management has consistently utilized the Association to block any real organization of its employees. The Association was originally presented to the employees as in satisfaction of their rights under Section 7(a) of the National Industrial Recovery Act. It represented the respondents' purported compliance with the declaration of that Act that employees shall have the right to organize for collective action. Later, as will be described, when the employees attempted to join a union of their own choosing that could act as their representative, the management advanced the Association in opposition to their efforts and urged them not to join the union, backing their persuasion with threats of discharge. In their testimony and in their brief the respondents declare that the committeemen are the only representatives of the employees—that the Association provides "a means for selection of representatives of the employees" (Resp. brief at p. 6).

The participation of the respondents in the Association—their domination, interference and support—are unfair labor practices proscribed by Section 8, subdivision (2). There can be but one way of remedying the unlawful conduct in this case and that is a complete withdrawal of all recognition from the Association as representative of the employees, in addition to the order requiring cessation of such domination, interference and support. The control of the management so permeates every aspect of its operations that the Association and the management cannot be regarded as separate entities so as to require only the cessation of the latter's domination, interference and support. The management's manipulation of the Association to prevent genuine employee organization can be offset only by such complete withdrawal of recognition. Since merely to order a cessation of the unfair practices prohibited by Section 8,

subdivision (2) will be ineffective to remedy the result of those practices, such affirmative withdrawal of recognition from the Association as an organization representative of the employees in their relations with the management is necessary to effectuate the policies of the National Labor Relations Act.

III. FORMATION OF DIVISION NO. 1063 AND RESPONDENTS' REACTION TO IT

A. *Formation of Division No. 1063*

In 1934 and 1935 some of the employees became interested in an outside labor organization. They became skeptical of the Employees Association when they were informed of the letter written by Duvall at the time it was formed (Board Exhibit 73, quoted above). They doubted the good faith of the management. Davidson at first defended the Employees Association. Later, about January, 1935, he visited the representative of the American Federation of Labor in Pittsburgh. In April, 1935, the other members of the General Committee questioned him about the possibility of an outside organization, and he informed them of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, a labor organization. They immediately indicated their willingness to join at that time. Davidson, who testified he thought he could get more for the employees through an outside union than through the Employees Association, then applied for and secured a charter, which was issued on May 7, 1935 to the Pennsylvania Greyhound Employees as Division No. 1063 of the Amalgamated Association.[2] He commenced to obtain applications on May 11, 1935 and called a meeting on May 28, 1935. Subsequent meetings were held on July 10 and July 11, 1935. About fifty to sixty members, including both drivers and maintenance employees, were secured, each of whom paid an application fee of $2, and membership cards were issued. Davidson was and is President of the union. With the exception of a temporary "Board" member, there are no other officers. Division No. 1063 was formed and exists in part for the purpose of dealing with the management concerning grievances, labor disputes, wages, rates of pay, hours of employment and conditions of work and hence is a labor organization within the meaning of Section 2, subdivision (5).

B. *Respondents' reaction to formation of Division No. 1063*—(1) *Discharge of Davidson*

On May 16th, coincident with the initial activity of Davidson in organizing the union and obtaining members, Crawford went from his office to the garage and informed Davidson that Mr. Sundstrom had said he must stop taking time off for the Employees Association and to be on the job that evening, though Davidson informed Crawford that in his capacity as employee representative he had to see some employees who were in trouble. The trouble was unrelated to union activities, and was a matter which Davidson was attending to as employee representative in the Employees Asso-

[2] Hereafter referred to as the union.

ciation. While once in 1933 Sundstrom had objected to his taking time off but had later acquiesced, there had been no other objection to his doing so. Crawford's language, as will be shown later, indicated clearly that he at that time knew of Davidson's activity in organizing the union. Davidson, despite Crawford's order, informed the dispatcher that he would not take his run that evening because of committee work. While this procedure was customary, the dispatcher did not know that Crawford had ordered Davidson to report, and Davidson did not so inform him. The next day Crawford suspended him for disobedience and prohibited him from going on company property. On May 20th a management hearing was held on this suspension. While originally Sundstrom, Dow, Bauer and Crawford were present, after some objection by Davidson based on the absence of employees and a request for a stenographic record, all but Crawford withdrew. Crawford then discharged him after he said he had no further defense. In this connection it should be noted that Davidson was regarded as an efficient employee, had been awarded a four-year non-accident button in August 1934 and was a star driver.

Davidson then asked for and obtained a review of his discharge, in accordance with the regulations. In the interval a special election was held to fill his place as representative of the drivers, although his term had not expired and under the By-Laws he could still act as a representative. The election was held at the instigation of the management. At the hearing before the Board it was defended by the respondents on the ground that Davidson could not sit on his own case, which obviously is not sufficient reason to remove him from office generally. The Regional Committee sustained the discharge, Henry, an employee representative, testifying that he didn't feel free to object after Crawford, who presided, had asked the men to uphold the decision. Davidson then became a special organizer for the Amalgamated. Davidson did not organize or work for the union on company time or while he was taking time off for his activities as employee representative; nor did he receive any funds from the Amalgamated prior to his discharge.

The sudden attempt to shackle Davidson in his activities as employee representative, the discharge which resulted, and the special election all point to the anxiety of the respondents to rid themselves of Davidson as soon as possible and indicate their hostility to any outside labor organization and to any employee engaging in activities in connection with such organization. One is reminded of the letter written by Duvall at the birth of the Association; "It is to our interest to pick out employees to serve on the Committees who will work for the interest of the company and who will not be radical." The testimony of the respondents' officials in regard to Davidson further evidences this attitude. It must be remembered that Davidson was the General Chairman of the employee representatives. He had not resigned from this position at the time he commenced to organize the men into the union, so that at the same time he both held office in the Employees Association and was organizing the employees into an outside union. Such conduct was not inconsistent with the By-Laws or other regulations. The attitude of the management officials toward his dual position is illuminating, for, in addition to indicating the hostility to any outside labor organization, it

clearly shows that the management regarded the Employees Association as its creature and property. Sundstrom referred to his conduct as "inconsistent" and stated that it was an offense against the employees and against the company. The terms "very bad faith", "unethical thing", "false colors", "boring from within" were applied by Sundstrom to characterize Davidson's conduct. The respondents' attorney and Sundstrom thought Davidson's activities constituted a "breach of faith" to the company. Throughout their testimony the officials indicated that they felt the management was aggrieved because of Davidson's conduct even after the Board had attempted to point out the implication of their attitude. It is significant that at the conclusion of his cross-examination of Davidson, counsel for the respondents asked the following question: "Do you understand the meaning of the word that is used in A. F. of L. union circles, called 'rat'?" While counsel, in response to questioning by the Chairman of the Board, stated that the remark was intended to apply to the general situation in the case and not to Mr. Davidson, the question is revealing of the company's attitude.

C. *Respondents' reaction to formation of Division No. 1063—(2) Hostility of officials of respondents to the union*

The union was active in the month of July and meetings were held on July 10 and July 11. Throughout the entire period beginning at the middle of May officials of the respondents actively indicated their hostility to the union and kept it under surveillance. Their attitude can best be described by separately discussing each of the officials involved.

Nyland—Superintendent of the Garage. On repeated occasions Nyland questioned employees about the union and warned and advised them not to join. He arranged to meet employee McKelvey about May 9 in the night time at a secluded street and there asked who had joined the union, stating he believed he could rely on him because of his long employment with the company. Nyland produced a list of employees whom he said were union members, and on which McKelvey recognized his and other names. Upon McKelvey's refusal to give any information Nyland informed him his days were numbered. The performance was repeated shortly after July 10. About May 29 Nyland told employee Rihr to keep out of the union if he and his wife and kids did not want to go hungry. At a later date Nyland told him to stay out of the union if he knew what was good for him. About the beginning of June, Nyland asked employee Law if he had joined and informed him that he and Sprain had investigated unions and found they were no good. He often asked Henry, an employee representative, what was going on and what the men were doing and whether he was satisfied with his job. About July 11 Nyland asked employee Lehman if he had joined the union and advised him not to join. He spoke to him on behalf of the Employees Association. All of the above, although heard by Nyland who was present throughout the hearing, and was not controverted or denied by him, with the exception of his possession of a list, when he testified.

On the evening of July 10, Nyland and Bauer openly maintained surveillance of a meeting of the union which took place on that date.

They sat in a car parked near the entrance of the meeting place and observed the employees who were entering. Their view was unobstructed and there was sufficient light to enable them clearly to observe the men.

Bremmier—Garage Foreman. Bremmier was very outspoken in his hostility to the union. On May 28 he asked employee Mitchell if he was going to the union meeting that evening and said if he were smart he would stay away. He stated it was his "business" to find out who was attending. The next day, after the meeting, he asked employee Matthews if he had attended. Upon receiving a negative answer, he said: "You use your head. If you fellows mess around with that union you're going to get fired." He also asked employee Maxwell if he attended, and said: "Well, if you know what the hell is good for you, you will stay away from them." Similar "advice" was given to McKelvey. On July 26, when he demoted employee Rihr from tester to mechanic, he said: "You should have kept your nose clean and kept out of the union." On July 28 he asked Lehman what the union fellows would do when the shop closed down, and said, "The Greyhound has plenty of money and will stop at nothing to break your union."

Bremmier did not testify and none of the above was controverted or denied by the witnesses of the respondents.

Sprain—Assistant Manager of Maintenance. Sprain also kept asking the men whether they belonged to the union and whether they were dissatisfied. About the end of May he asked Mitchell if he was satisfied with his work and stated that if he was not satisfied he could leave. Later on, about the middle of July, he spoke to employee Moberley and said he was attending outside meetings and was apparently dissatisfied. He added: "We are running a bus company here and we intend to keep on running a bus company. We are not going to let anything interfere with it. And all of you fellows that are dissatisfied with the way we are running the company can get out." He asked who was at the head of the activities and said that if Moberley joined he would not have his job very long. Nyland participated in these remarks. Another employee, Burns, was also questioned by Sprain about the end of July as to whether he was satisfied with his job and as to whether all of the boys had signed up.

Although Sprain testified at the hearing, he did not deny or controvert these statements.

Crawford—Regional Manager for the Pittsburgh Region. Crawford early made known to Davidson his hostility and that of the management to the union. When he informed Davidson on May 16 that he had received instructions from Sundstrom that morning to forbid him to take any time off, he went on to discuss the union, and said: "You are not kidding us. We know what you are doing." Davidson replied: "Well, what about it?" and Crawford said: "I don't think the men want it. In fact, I have had a couple of long-distance calls this morning that the men don't want it." After the meeting of the Regional Committee, at which Davidson's discharge was sustained, Crawford asked Henry and Schweinford, employee representatives, to remain. He then said to them that he had heard there was an undercurrent of dissension around the shop, and added: "I am going to give you a chance to quit now with a clean record, but

if you stay it will be different." He stated that no outside organization would get into and run the Greyhound Lines. Henry said: "That is rather straight from the shoulder talk, isn't it, Mr. Crawford?" and he replied: "That is just what I meant it to be."

Crawford, although he testified, did not deny or controvert these statements.

Crawford also maintained surveillance over the men through one Hilton, whom he paid for that purpose. Hilton worked with Drake, a driver for the company. Together, with the assistance of Bauer and Crawford, they had a petition typed, stating the men were satisfied, and Drake circulated it among the drivers, implying that those who did not sign would be fired. Drake was paid by the company for the time he lost on account of these activities. He was the one who circulated the petition calling for a special election after Davidson's suspension. Hilton attempted to ascertain who attended one of the union meetings by copying the license numbers of cars parked outside the meeting place and gave the list to Crawford. Drake introduced to Nyland a person named Weir, who had been employed by Drake to drive himself and Hilton around for some time but who later told Drake he wanted to work in the garage. He was employed by Nyland, and, although he had little experience, was given three pay increases in three weeks. Drake told Weir that Nyland was all right and "on our side." Weir was supposed to be a "stool pigeon" and was told by Drake that "there's going to be a lot of guys cleaned out for this union business, and there'll be a good chance for a good job for you in there." Weir did not give Drake or the others any information. Later Nyland thought mistakenly that Weir had joined the union and asked Drake, "What the heck kind of a man did you recommend to me?" Shortly thereafter, about July 10, Weir was discharged without being given a reason for the discharge. Crawford, when testifying, offered the unconvincing and unacceptable explanation that Hilton was employed by him as an undercover man to check on whether the drivers were congregating in saloons and drinking excessively.

The officials listed above were located in Pittsburgh all of the time, with the exception of Sprain who traveled frequently, and were the ones who had daily contact with the employees in the garage. Crawford, Sprain and Nyland had authority to hire and discharge maintenance employees.

The testimony of many of the officials as to their knowledge of the activities of the employees during this period, when placed against the background of hostility and bias described above, is revealing because of its unreality and contradictions. Nyland stated that he went to the place where the July 10th meeting was held, out of "curiosity" and because he had been "in one way or another invited down" by the boys; he didn't know it was a union meeting or what kind of a meeting it was—it might have been a "dance." He said he never spoke to Mr. Duvall, who visited the Pittsburgh garage for the purpose of an inspection in the middle of July and again on July 30, about the situation, the activities of the men or the meeting. Duvall testified he did not remember whether Nyland told him a union was being formed, nor did he tell him of observing the men at the meeting. On July 30 Nyland did say to him that

"some of the boys might want to organize for themselves"—but did not use the word "union." Sprain said he received knowledge of the outside organization in the following fashion—one of the employees, entering his office on the pretext of obtaining a pass, surreptitiously informed him Davidson was organizing the men and that they had held a meeting, and then walked out. Sprain testified he did not make any inquiries of anybody, did nothing about the information, said it had no relation to any subsequent actions or to any conversations with other officials—the matter "died" right there. Duvall in regard to Sprain testified that Sprain informed him only of his supposition and thought that the men were forming an organization of their own—again the word "union" is not used in their conversations. Duvall said he knew there was some unrest, but "didn't know it was a union"—it might have been the Elks or something else. Crawford stated he had no knowledge that an independent labor organization was being formed. He testified he did know that Nyland and Bauer had been outside of the meeting place on July 10—they told him the next day that some mechanics and drivers had attended a meeting but didn't say what kind of a meeting it was. But he did not know it concerned a labor organization and said that "It might have been a Democratic meeting", since it was held in the Democratic Hall. He himself "wasn't curious about it or worried about it or interested in it." He saw nothing wrong in Nyland's actions in observing the men and did not believe that the employees would be uneasy on account of it and afraid of their jobs. He did not report to his superiors that an organization was being talked about and meetings being held—"I didn't feel it was serious enough to be concerned about." Sundstrom, while stating in a prepared statement that "to his knowledge" no official had ever urged, pursuaded, warned or advised any employee to refrain from joining a labor organization, did testify he knew Davidson was organizing the men and his attention had been called to the fact meetings had been held. He had received a report from Crawford, and Duvall had spoken to him personally about the meetings.

Such testimony is incredible. The indifference of the officials, their air of careful unconcern, the studied avoidance of the word "union" in their conversations describing the activities of the employees, the naive ignorance of the type of meetings their employees are holding, are impossible of belief. The testimony points to a constructed case and only serves to emphasize the hostility and bias of the management testified to in the uncontradicted evidence of the employees.

The evidence outlined above fully supports the allegations in the complaint that the respondents urged, persuaded and warned their employees not to join Division No. 1063, threatened them with discharge if they became or remained members, and kept their union meetings under surveillance. Employees are guaranteed certain rights by Section 7 of the National Labor Relations Act—the rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection. Employers are prohibited in Section 8, subdivision (1) from interfering with, restraining or coercing employees in the exercise of such rights. For an employer to threaten employees with discharge if they join a certain

labor organization and to warn them that their jobs will be forfeited if they become members is obviously to commit acts within the interdiction. The maintenance of open surveillance of the union meetings of employees is a vicious form of restraint and coercion, especially when coupled as here with threats of discharge, for it has the obvious intent and effect of placing the employees in fear of their jobs because of their activity in connection with the union. The prohibition of Section 8, subdivision (1) clearly reaches the employer who urges and persuades men in his employ not to form a labor organization. Such "advice" is not the advice of a person on an equal plane and having an unprejudiced mind. It is the "advice" of an employer who has the right to discharge the employee to whom the "advice" is given—to control to a large extent his economic position and thus his welfare. Here it was "advice" that was accompanied by threats of discharge and warnings if the advice was rejected—"advice" that therefore became effective. The motive for the proffering of such "advice" and for the other acts of interference, restraint and coercion on the part of officials of the respondents is clear—the employees were already members of the Association which the management had under its thumb and it was to the interest of the respondents that they be kept in that Association and not join an organization of their own choosing.

IV. DISCHARGES

On July 30 six of the maintenance employees in the Pittsburgh garage were discharged [8] by Mr. Duvall. He also ordered the discharge of a seventh, and he was discharged on July 31 by Mr. Nyland, pursuant to such order. All seven were members of the union, and the complaint alleges that they were discharged because of that membership and their union activities. The allegation is denied by the respondents who advance other reasons for the discharges. Here, as generally, in discharging these employees the respondents did not openly state that they were being discharged for union membership or activity, so that standing by themselves the actual discharges constitute equivocal acts in the light of the conflicting reasons that are advanced. In reaching a decision between these conflicting contentions, the Board has had to take into consideration the entire background of the discharges, the inferences to be drawn from testimony and conduct, and the soundness of the contentions when tested against such background and inferences (Compare *Norris* v. *Alabama*, 294 U. S. 587 (1935)). Moreover, as the Supreme Court has stated "Motive is a persuasive interpreter of equivocal conduct", so that the Board may properly view the activities of the respondents in the light of the manifest interest and purpose described above (*Texas & New Orleans Railroad Co.* v. *Brotherhood of Railway & Steamship Clerks*, 281 U. S. 548 (1930)). The background against which these discharges must be considered has been in large part presented above in Part III hereof. However, before describing the discharge of each employee separately, it is necessary to complete the picture by a description of two other events that also affected the Pittsburgh garage in July. These are the establishment of a classification of all

[8] The respondents claim that some of these men were "furloughed" and this contention will be discussed later.

Pennsylvania Greyhound employees, and consequently of the employees in the Pittsburgh garage, and the occurence in July of 17 road failures and an accident on buses serviced by the Pittsburgh garage.

A. *The July 1, 1935 classification of Pennsylvania Greyhound System Employees*

Sometime in 1934 the management commenced work upon a classification of its employees. Davidson in 1933 had requested such a classification and the management apparently also desired it. Mr. Duvall worked extensively on the classification of the maintenance men and consulted other large companies in its preparation. Prior to this classification the maintenance employees were grouped together as one class and there was no rate classification. On July 1, 1935 the new classification of maintenance employees became effective. It divided the garages into Class "A" and Class "B" garages, and then classified the various maintenance jobs and fixed a scale of wages for these classifications. A minimum was established for each classification, and monthly and yearly automatic increases provided for up to a maximum. Some of the classified groups were further divided into classes, such as Mechanic, first class, and Mechanic, second class; Bodyman and Sheet Metal Worker, first class, and Bodyman and Sheet Metal Worker, second class, and a scale established for each class (Resp. Exhibit 3). On July 1, 1935 the maintenance employees were fitted into this classification on the basis of the wages they were then receiving and the work they were then doing. For example, a mechanic receiving 63¢ an hour became a second-class mechanic: one receiving 66¢ an hour became a first-class mechanic (Resp. Exhibit 3, sheet 3). Where less than the minimum was being earned, an increase was granted (Resp. Exhibit 3, sheet 3); where more than the maximum was being earned, no reduction was effected. Previous seniority was observed only in regard to the group or class in which the employee was placed. For example, mechanic A, employed on July 1, 1930 and receiving on July 1, 1935 66¢ an hour, became a mechanic, first class, with his position in that class fixed on the basis of his length of service as compared with that of the other first-class mechanics. Mechanic B, employed on July 1, 1932 and earning on July 1, 1935 63¢ an hour, became a mechanic, second class, and his position in that class similarly fixed. If all of the first-class mechanics were employed prior to July 1, 1930, mechanic A would be at the bottom of his class, and if all of the second-class mechanics were employed after July 1, 1932, mechanic B would be at the top of his class. If the number of first-class mechanics were reduced on a basis of seniority by classification, A would thus be the first to be let out, although in actual length of employment he had seniority over all of the second-class mechanics who prior to July 1, 1935 had been classed with him merely as mechanics. To this extent the seniority of the maintenance employees was altered by the classification. The Regulations for the maintenance employees state that seniority shall be by craft and will be computed from date of last employment. Craft referred to the broad classifications, such as greaser, mechanic, cleaner, etc. (Resp. Exhibit 8, Par. 3–A–1, 3–B–1). It is clear that

the classification to the extent that it disturbed seniorities existing on July 1, 1935 as described above conflicted with these Regulations.

Generally speaking, a first-class mechanic on July 1, 1935 was more efficient than a second-class mechanic, since the allocation was based upon the wages then being paid. Since those wages were affected to some extent by the conditions existing at the time the men entered into the employ of the company, this would not always be the case. However, if the classification, prepared over a long period of time and with great care, is to be given any weight, it is obvious that from July 1, 1935 on a first-class mechanic was intended to be recognized by the company as more efficient and more valuable to it than a second-class mechanic. Moreover, advancement from the lower to the higher class was on the basis of competency.

The classification of July 1, 1935, was not discussed with the employees or their representatives. It was never submitted to the employees or voted on by them.

B. *The July road failures of the Pittsburgh Garage and the Warren, Ohio, accident*

A "road failure" is the term used to describe the situation when a bus on its regular run develops a defect and is unable to continue, so that another coach must be substituted for it. Apparently, if such a condition is caused by an accident involving other cars, the situation is not classified as a "road failure," but as an "accident." Monthly records are kept of all of the road failures and accidents allocated to the responsible garage.

Mr. Duvall was the official directly concerned with road failures and their causes, since he was in charge of the maintenance department. On July 9 or 10, 1935, his attention was called to what he deemed was an excessive number of road failures for the Pittsburgh garage for the first part of July. He called Sprain, his assistant, at Pittsburgh, and after learning from him that there seemed to be a let-down in the quality of the work at the garage, offered suggestions for improvement. Three more failures then occurred, making twelve for the July 1–14 period, and Duvall went to the Pittsburgh garage on July 15. He checked it over, observed what he termed a "loose condition", and told Nyland and the foreman that unless an improvement took place some of the work would be transferred elsewhere. At the regular shop meeting on July 17, Nyland discussed these failures separately (Resp. Exhibit 31). On July 21, Sprain wrote to Nyland that there had been a let-down in the quality of the work at Pittsburgh and that conditions had become worse in the last three weeks. He stated it was apparent many of the "employees have become more concerned with the outside and personal interests"[4] and that unless there was an "immense improvement", the major work would be transferred. He ended by suggesting a special meeting of the garage employees (Resp. Exhibit 80). Duvall after his trip, thought the matter had been cleared up, but on July 23 he writes to Sprain that he "was rather surprised this morning to find that up to the 13th of the month the Pittsburgh Garage has been responsible for 12 road failures" and that unless a marked im-

[4] He testified that the phrase had no particular reference to anything.

provement occurs, and even if it does, the major work may be transferred (Resp. Exhibit 14). The writing of this letter after he had thought the situation had cleared up was explained by Duvall on the ground that he wanted to put himself on record. On July 26,[5] Nyland held a special shop meeting on these road failures. He read letters from Sprain and Duvall to the effect that unless a marked improvement occurred drastic steps would be taken and some of the work transferred (Resp. Exhibit 15). He described the road failures in detail, all of which he verbally classed as "preventable", but his reference to certain ones indicates that he thought they were non-preventable and due to defects in the equipment. The employees themselves thought most were non-preventable. In previous months the road failures had been classified in writing as preventable and non-preventable; for July the posted list was silent as to classification (Board Exhibit 40), but Nyland said orally that they were preventable. The descriptive list of road failures with their causes indicates that some were non-preventable and due to defects in equipment (Resp. Exhibit 19; cf. Resp. Exhibits 24a–24p). By the end of July there were 17 failures, all involving buses allocated to Pittsburgh.

The number of road failures in July was clearly in excess of those occurring in previous months for the Pittsburgh garage, and the miles per failure average was decidedly lower (Resp. Exhibits 20, 21). The number of failures was also much higher than that for any other garage in July, the second highest number being five for Philadelphia (Resp. Exhibit 21[6]). However, it is doubtful whether such a comparison is an accurate indication of the comparative efficiency of the garages. Unusual circumstances can easily increase the amount of failures, and the element of chance can readily bunch a number of failures into the period of one month. July was a busy month and the employees were rushed in their work. The supervising officials at the garage relaxed their standards in order to meet the volume of work. Moreover, road failures in many cases occur in later months on account of work in prior months, so that it cannot be said a garage is inefficient for a certain month on the basis of the number of failures for that month. If the Pittsburgh garage was inefficient in July, the result of that inefficiency should in part have been reflected in a high number of failures in September if the Respondents' Exhibit is to be given full weight. Yet, in September only four failures occurred.

On July 28, 1935 one of the Pennsylvania Greyhound buses, No. 566, skidded near Warren, Ohio, turned broadside to the road and smashed into two cars, injuring some of the occupants of the bus and the cars (Resp. Exhibit 25, Board Exhibit 89). Duvall went to Cleveland on July 29 to inspect the bus and after a minute inspection concluded that the accident was due to faulty adjustment or non-adjustment of the brakes. At that time Duvall was under the impression some people had been killed in the accident. The bus had been checked at the Pittsburgh garage before it commenced the fatal run. Duvall immediately went to Pittsburgh, arriving there July 30, 1935 in an angry mood, and spent four or five hours inspecting the

[5] In some parts of the record, viz, 47, the date is erroneously placed at July 28.
[6] This Exhibit shows 16 road failures as against the 17 that occurred. The discrepancy was not explained.

garage. He checked the report on bus 566 and ascertained who had worked on the brakes. He also checked the previous road failures with Nyland and Bremmier. He decided to shift to Chicago some of the buses then allocated to Pittsburgh for major servicing.

The July 30 and July 31 discharges may now be considered.

C. *The July 30–31 discharges separately described*

1. *Chester Lehman.* Chester Lehman was an electrician who had commenced work for the Greyhound Lines in May 1928 but whose employment at the Pittsburgh Garage dated from October 1929. He was an efficient mechanic and did all of the electrical work, being helped in periods of large volume of work. He was one of the highest paid mechanics in the garage. Although an electrician, he was classified as a unit mechanic on July 1, and became the junior in seniority of the three in that group. He was younger in seniority than F. Beining, the classified first-class electrician, but senior to the second-class electrician and the electricians' helper. (Resp. Exhibit 17A).

Lehman joined the union on May 28, 1935, and attended its meetings. Both Nyland and Bremmier had knowledge of his union membership. Both these officials had also spoken to him about the union, Nyland telling him unions were no good and not to join and Bremmier saying the company would break the union. Lehman on both occasions defended the union and his activity. At the July 26 meeting, Nyland made it clear that Lehman was in no way responsible for the two road failures caused by defective electrical equipment.

On July 30 Nyland called him into Nyland's office and left him alone with Duvall. Duvall mentioned the seventeen road failures, stated that some of the work was being moved out, that he was the youngest in his department and that he was fired. Lehman challenged his statement of seniority and Duvall replied he didn't say anything about the basis of seniority. Duvall agreed that there was nothing the matter with his work and that he was not responsible for any of the failures. Lehman told him that he thought he was being discharged for union activity, which Duvall then denied. After Lehman's discharge, F. Beining, the classified first-class electrician, took over his work although he was not as skillful. Nyland, in answer to his protestation that he was not used to the work, told him to take his time and do his best. Beining was kept very busy and on account of the pressure of the work was unable to take a desired vacation.

Lehman's wage was 78¢ an hour for an eight hour day. He was employed elsewhere for a short period after his discharge and from July 30 to the date of hearing had earned $30. He was not employed elsewhere at the date of hearing.

2. *Albert McKelvey.* Albert McKelvey [1] was a mechanic employed for eight years by Greyhound Lines and since June 1933 at the Pittsburgh Garage. He was the junior in seniority of the first-class mechanics under the July 1st classification but was older in point of service than ten of the sixteen second-class mechanics (Resp.

[1] The complaint erroneously refers to him as "McKelvie."

Exhibit 17). In 1930 he had been recommended by the Superintendent of the New York garage as able, honest, and reliable (Board Exhibit 56).

McKelvey joined the union on May 28, 1935 and attended its meetings. Both Nyland and Bremmier knew of his union membership, he having informed them of it when questioned by them. After May 28 Nyland had arranged to meet him at a secluded spot and had questioned him about the union, saying he thought he could rely on him because of his long employment. McKelvey had refused to give him any information and Nyland had said his days were numbered. Shortly after July 10 this was repeated. Bremmier had questioned him about the May 28 meeting and had told him to stay away from the union if he knew what was good for him.

On July 30 he was called into Nyland's office by Nyland and Duvall said he was going to let him go on account of the road failures since he was the last on the list of mechanics. McKelvey asked to be transferred, but Duvall said that was impossible. McKelvey said he thought his discharge was for union activities and Duvall replied that he ought to know what to do with his spare time without fooling around like that.

McKelvey's wage was 74¢ an hour for an eight hour day. He was employed elsewhere on similar work at the time of the hearing and had earned $145 (at the rate of $29 a week) since his discharge.

3. *Stephen Mitchell.* Stephen Mitchell was a mechanic whose employment at Pittsburgh commenced in May, 1933. He had previously been employed at Pittsburgh but had been discharged by Duvall following a road failure on a bus on which he had worked. He was next to the last of the first-class mechanics in point of seniority on the July 1st classification but was ahead of twelve of the sixteen second-class mechanics (Resp. Exhibit 17). On July 11 he had been temporarily sent to the Gettysburg Garage on a motor job by Nyland, who stated he was sending him there since he was one of the few mechanics who could handle it competently. He returned July 27.

Mitchell became a union member late in May, 1935 and attended some of its meetings. On May 28, Bremmier had questioned him about his going to the meeting and had told him if he were smart, he would stay away. Sprain had also told him if he were dissatisfied with his work he could leave. On July 30 he was brought by Nyland to his office and there Duvall told him about the seventeen road failures, stated that some of the work was being moved out, and that he would have to go—that he was through.

Mitchell's wage was 68¢ an hour for an eight-hour day. Since July 30 up to the date of hearing he had earned about $100 through other employment and was then employed elsewhere, though irregularly and at a lower rate.

4. *Lester Moberley.* Lester Moberley [8] was a body repair man and had been employed at Pittsburgh since September, 1933. He was the junior first-class body repair man on the basis of the July 1 classification, but was senior in service to one of the four second-class body repair men and one of the four body repair men helpers (Resp. Exhibit 17). He became a union member on May 28, 1935

[8] The complaint erroneously refers to him as "Moberly."

and attended the meetings. About the middle of July Sprain and Nyland had warned him about the union. Sprain had said if he were dissatisfied he could get out and that if he joined he would not have his job very long. For the latter part of July he was temporarily at Sunbury, Pa. On July 30 Nyland brought him to Duvall in the former's office and then left. Duvall mentioned the road failures and that work was being transferred, and then that he was being let go as he was the youngest body repair man. Moberley stated that as a body repair man he could not be responsible for road failures and Duvall agreed, but said he was through. Bremmier a short time later told him "to get the hell off the property."

Moberley's wage was 68¢ an hour for an eight-hour day. He had been employed for a short period after his discharge and to the date of hearing had earned about $103–104. He was employed at similar work in Pontiac, Michigan at the date of hearing.

5. *John Rihr.* John Rihr was employed at the Pittsburgh Garage in November 1929. During his last four years there he worked as a tester. On July 26, he was demoted from tester to mechanic and on the basis of the July 1 classification, he then became a first-class mechanic with seniority over seven of the thirteen in that group (Resp. Exhibit 17). He became a union member on May 28 and attended its meetings. He had advised Bremmier of his membership. Nyland had told him to stay out of the union if he didn't want to go hungry and if he knew what was good for him. Bremmier, in demoting him, had given the number of road failures as a reason and had added that he should have kept out of the union. On July 31 he was discharged by Nyland, who gave the number of road failures as the reason. Duvall the previous day had told Nyland to discharge him.

Rihr was earning 68¢ an hour for an eight hour day. He has not been employed since his discharge and is now on relief.

6. *Albert Burns.* Albert Burns was a greaser who had been employed at the Pittsburgh Garage since November, 1933. He was the senior of the two greasers on the July 1 classification (Resp. Exhibit 17A) Burns was a member of the union and had attended its meetings. About July 28 he drove Sprain to his hotel and the latter asked him if all of the boys had signed up. He added that most of the work was going to be transferred and only a few men kept to perform greasing, storage work, etc. He said the men were never satisfied and that Greyhound wages were the highest paid in that field. Burns replied that since he was a greaser, he supposed he would have his job and Sprain said he guessed so.

When Duvall was inspecting the garage on the morning of July 30 he noticed Burns had left the lights on in his grease pit and in an irritated fashion he criticized Nyland and Burns for it. He told Nyland he had warned Burns once before, although actually it had been the relief man whom he had previously warned. He also was displeased with the way Burns had greased the bus on which he was then working, and informed Nyland of his displeasure but did not so inform Burns. Later Burns was called in, as were the other employees, and Duvall spoke to him about the road failures and also about his being reprimanded for leaving the lights on. He then discharges him.

Burns was earning 40¢ an hour for an eight-hour day. He has not worked since his discharge.

7. *Emil Law.* Law was a mechanic who specialized on brake work. He had been employed in the Pittsburgh garage since April, 1932. He was classified as a second-class mechanic and was fourth in seniority in the group of sixteen (Resp. Exhibit 17). Law joined the union in May 25, 1935 and attended all its meetings. Nyland had questioned him about May 28 on his union membership and he had stated that he belonged to it.

Law was the employee who had worked on bus no. 566, which was the bus involved in the accident at Warren, Ohio. He had checked and adjusted the brakes and had "okayed" them (Resp. Exhibit 16). On July 30, he was called before Duvall in Nyland's office. Duvall told him about the road failures and then asked if he had worked on no. 566, showing him the work order slip. He stated he had worked on it. Duvall said that there had been an accident due to defective brakes and two people had been killed. He then discharged him for inefficiency.

Law in his testimony stated that if he had been responsible for the accident, his dismissal was fair, but in response to a question from the Board, stated that he thought he was discharged for his union activity.

Law was earning 57¢ an hour for an eight-hour day. He has not been employed since his discharge.

D. *Consideration of the reasons advanced by respondents for the discharges*

The union charged and the complaint alleges that the above employees were discharged because of their union membership and activities. The respondents denied this and stated that the employment of Lehman, Mitchell, Moberley and McKelvey was terminated[*] as a result of the decision to transfer some of the work elsewhere and the consequent reduction in the budget of the Pittsburgh garage, such action being immediately caused by the Warren, Ohio accident and being motivated by a desire to correct the supposedly inefficient work being performed at the garage as represented by the excessive July road failures, and that these men were chosen because they were the junior men in their classifications; that Law was discharged because he had been inefficient in his work on bus No. 566; that Burns was discharged because of improper work, in that he had left the lights burning in his grease pit and was careless in his greasing of the buses; and that Rihr was discharged because as a tester he should have eliminated some of the July road failures, and was therefore thought by Duvall to have been to some extent responsible for the July road failures. In arriving at a decision between the rival claims, it is necessary to examine carefully the respondents' contentions and related matters.

July road failures not attributable to men discharged. In spite of the repeated references to the July road failures and their being advanced in a general way as the cause for the discharges, none of

[*] The respondents claim these men were not discharged but furloughed. This will be discussed later.

these failures was directly attributable to the men discharged. The respondents do not claim that the road failures were or could be traced to any of the men discharged. Both at the time of the discharges and at the hearing the respondents did not allocate any failure to any definite person, apparently made no attempt to do so and finally admitted that it could not be done. In most cases the nature of their work was incompatible with their being responsible. Moberley was a body repair man and could not be responsible for road failures. Burns being a greaser likewise did work unconnected with road failures. Mitchell was working elsewhere for a large part of the month. At the July 28 meeting Nyland absolved Lehman of any responsibility for the road failures. Neither Law nor McKelvey was charged with responsibility. Rihr is a possible exception. Duvall testified that he believed if Rihr had been efficient in his testing he could have eliminated some of the failures. The nature of the failures, however, tends to militate against the possibility of such elimination.

2. *Efficiency of men.* While the respondents asserted that they desired to eliminate the inefficient work that they said was being performed at the Pittsburgh garage, it was admitted that most of the men discharged were efficient employees. Lehman did practically all of the specialized electrical work and had been commended for his work. Duvall said he was a good electrician and loyal. McKelvey had been given a high recommendation by the garage superintendent in New York (Board Exhibit 56) and Duvall stated he was always a fairly good employee and always did fairly good work—he had no particular desire to remove him. Mitchell had been sent by Nyland to Gettysburg on a particular job because of his skill as a mechanic. Moberley was described by Duvall as a "good workman" who did "good work". Duvall stated generally that "all of these employees are good employees".

3. *Action taken with respect to men who worked on bus involved in Warren, Ohio accident.* While the respondents advanced the Warren, Ohio accident as one of the motivating causes of the action taken at the Pittsburgh garage, the treatment of the men who worked on the bus involved in that accident is astonishing when considered in relation to the respondents' desire to increase the efficiency of the garage. Duvall, on the basis of his testimony, came to Pittsburgh in an excited state, after having inspected the bus and being informed two people were killed, and was determined to take some action. He testified that he checked the records on that bus to ascertain who had worked on the brakes. Discovering that Law had adjusted the brakes, he discharged him (see supra). About the same time the driver of the bus was [redacted]ished by a temporary forfeiture of bonus pay. But Duvall made no effort to ascertain which employee had tested the bus after Law had adjusted the brakes, did not discharge the person who had tested it—in fact, did not even reprimand him. And yet Duvall testified that an efficient tester could probably have discovered the maladjustment of the brakes, and hence tester and mechanic shared the responsibility for the accident. Rihr, who was the other tester and who had not worked on the Ohio bus was discharged; the tester who had tested and approved the Ohio bus is still employed by the respondents; both tested buses involved in the July road failures.

4. *Transfer of work from Pittsburgh garage.* While Duvall testified that he decided to remedy what he thought was a bad situation at Pittsburgh by transferring some of the major work elsewhere, the record does not show that there was any actual change in the amount of work performed at Pittsburgh. Eight old buses were transferred from Pittsburgh to Chicago, i. e., allocated to Chicago. Some of the Chicago buses were then transferred to other garages. At the same time, the new buses were allocated to Pittsburgh. These buses were added to the number of buses fulfilling the schedule on runs east of Pittsburgh, so that while the number of buses on those runs increased, the number of runs each bus made was apparently decreased. Hence on a monthly basis Pittsburgh had more buses after July than before (Resp. Exhibit 18).[10] The volume of work did not decrease in August. Beining, the electrician who took Lehman's place, was kept very busy. Henry, an employee, stated that there was more work in August and that they had to work faster.

5. *The type of men allegedly discharged because of transfer of work—Seniority.* Duvall testified that Lehman, Moberley, Mitchell and McKelvey were terminated because of the reduction of the payroll necessitated by the transfer of work. According to Duvall and the other officials who testified on the point, the desired objective was to correct what they thought was the inefficient work being performed at Pittsburgh as reflected in the number of road failures. It would be natural to assume that the effect would be related to the cause and that care would be used in picking the men to be discharged because of the alleged reduction of the payroll. Inefficient men would be logical candidates. Yet efficiency or inefficiency played no part in the choice. All of the four so discharged were deemed efficient employees (see supra). They were in the first class of their respective groups. No employees in the second class of any group were discharged with the exception of Law. Previous discharges to remedy somewhat similar situations had occurred only after a careful investigation of the merits of each man. But at Pittsburgh there was a "shot-gun" discharge, the men being picked quite at haphazard if efficiency were the sole motive for the choice. It was claimed by Duvall that he chose the men lowest in seniority. High seniority is not synonymous with efficiency and if the men discharged were picked on a seniority basis, it must be concluded that efficiency of operation was not the desideratum at Pittsburgh, all of the respondents' repeated remarks about safety and efficiency notwithstanding. And if seniority were the sole test, these four men were unfairly removed. Lehman was the senior of the man who replaced him. Mitchell and McKelvey, although at the bottom of the list of first-class mechanics, were the seniors of ten of the second-class mechanics. Moberley, although at the bottom of the first-class body repair men, had seniority over one of the second-class men. And, finally, Sundstrom testified that if these men were deemed the "younger" men because after the July 1 classification they found themselves at the bottom of a small classified group, although actually they were the senior of many others doing similar work, and were then discharged as being the younger men, he would regard such treatment as unfair.

[10] Apparently sometime in July another bus was added to Pittsburgh, since this Exhibit shows 94 buses for July and 96 for August.

E. Conclusions with respect to July 30 and July 31 discharges

On the basis of the facts found above, it must be concluded that employees Lehman, McKelvey, Mitchell, Moberley and Rihr were discharged because they were members of Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America and for their activities in connection with that union. The facts indicate a jealous regard on the part of the executives for their Employees Association and a desire to prevent any other organization from gaining a foothold in their system, so that there was a strong motive for hostility toward the members of Division No. 1063. The officials directly associated with the Pittsburgh garage openly evidenced their hostility to the union, threatened the employees and warned them not to join, and maintained surveillance of their activities. These discharges occurred at a time when the union was rapidly gaining strength and consolidating its position. All of the discharges were of union men whose membership was known. All of these employees at various times had been threatened or warned in some fashion by the officials at the garage. Their discharges were not isolated acts but represented the culmination of a period of open hostility on the part of the management. The respondents' claims as to the motive for these discharges lack substance and support in the evidence and the inferences to be drawn from it. Moreover, in the respondents' testimony these claims are constantly shifting—at first the road failures are advanced in a vague general way as the motive for the discharges, then the desire to eliminate inefficiency at the Pittsburgh garage becomes the dominant motive, but in turn this gives way to a purely mechanical dollars and cents reduction of the budget for the garage. At best the most that can be said for these claims is that the accident at Warren, Ohio crystallized the respondents' half-formed desire to take some action at Pittsburgh. The respondents desired to discourage membership in Division No. 1063 and to rout it if possible, and these discharges were the expression of such desire. They would have a two-fold effect—they would not only immediately affect the discharged employees but would also discourage other employees from joining or remaining members of Division No. 1063. There may have been an accompanying desire for a mild "house-cleaning" so as to stir the men into more efficient work, and it is possible that the respondents thought that some discharges would accomplish this result. But the above employees chosen as examples were chosen because of their union membership.

The cases of Law and Burns are different. Law appears to have been discharged because of the belief of Duvall that his work on bus No. 566 had been faulty and had contributed to the accident at Warren, Ohio. Burns appears to have been discharged because Duvall had observed him working in what he regarded as an inefficient manner, and, possibly because of Duvall's excited mood, had taken more hasty action than would ordinarily have been the case. The record does not support the allegations in the complaint that these two discharges were for union membership or activity. In so finding, however, the Board is not unmindful of the fact that these discharges represent the severest discipline that can be meted out to employees. The cases are not free from doubt and there is some

evidence to support the contention that milder but not less effective discipline might have been administered if the supervisory officials had not been determined to discourage union membership. However, on the whole record the Board is of the opinion that union membership or activity was not the effective cause for the two discharges.

Of the five men discharged for union membership and activity, McKelvey and Moberley at the time of hearing were regularly employed elsewhere at similar jobs, the latter in Pontiac, Michigan. McKelvey's salary was appreciably less than he had been earning at the Pittsburgh garage; Moberley's salary was not stated. Moberley had been obliged to move to another city to obtain his new job. Mitchell was also working elsewhere, though apparently irregularly and at a considerably lower rate. Obviously all three have less seniority in their new work and this consequent loss in seniority is undoubtedly serious. Lehman and Rihr had not secured employment elsewhere at the time of hearing. On these facts none of the employees can be said to have obtained "other regular and substantially equivalent employment", as the term is used in Section 2, subdivision (3). The Board, by virtue of Section 10, subdivision (c), accordingly has the power to order the respondents to offer reinstatement to these employees. Since the discharges constituted unfair labor practices, so that the men were unlawfully separated from their means of livelihood, the offer of reinstatement should be coupled with payment of back pay from the date of discharge, less sums earned elsewhere in the meantime. Such payment is necessary to compensate the employees for the wrong done them in this case and to make them whole. As it will thus effectuate the policies of the Act, the Board is authorized by Section 10, subdivision (c) to enter such an order.

F. *Further contentions of respondents with respect to July 30–31 discharges.*

The respondents at the hearing and in their brief urged several contentions which proved to be wholly immaterial to the case. However, these will be briefly discussed for the sake of completeness.

1. *Discharged or furloughed.* The union claims and the complaint alleges that all of the employees named above were "discharged". The respondents contend that certain of the men, viz., Lehman, McKelvey, Moberley, and Mitchell, were only temporarily laid off—"furloughed"—and not discharged. Aside from the question of variance with the complaint, the respondents' contention, even if sound, is of little moment as far as a violation of the Act is concerned. Sections 8 (1) and 8 (3) may be violated by a "furlough" for union activities as well as by a discharge. If the motivating cause of the discriminatory change in the tenure of employment was interference with the employees in the exercise of their guaranteed rights or discouragement of membership in a labor organization, a violation is established whether the change is temporary or permanent. Hence, even if the employees were furloughed, a violation of the Act has been committed in this case if the cause for such furloughs was union membership or activity.

However, the record shows that the men were discharged rather than furloughed. Words such as "fired", "through", "let go",

were used to describe the discharges when they took place. Duvall in his testimony used language—"release"—related to a discharge rather than a furlough and did not indicate that he had definitely informed the men they were merely being temporarily laid off. In the report to the Metropolitan Life Insurance Company, which handled the group insurance for the Greyhound employees, stating that the insurance should be discontinued on the employees involved, the symbol "1–a" was used by the Pennsylvania Greyhound Lines to describe the cause of cancellation. The key on the report shows that 1–a means "discharged or resigned". This symbol is used in the cases of the four employees under discussion as well as for the other employees who the respondents admitted were "discharged" on July 30 and 31 (Board Exhibit 54). The symbol "1–b", meaning "temporary lay-off or leave of absence" is used to describe the cause of cancellation of insurance on other employees not involved in this case, followed by the descriptive remark "lay-off" or "leave of absence" in the appropriate cases (Board Exhibit 55). It is clear that the men did not resign. The superintendent of the Group Division, Metropolitan Life Insurance Company, testified that it was important to his company that it know the correct cause of cancellation. In addition, an employee temporarily laid off could continue his insurance during that period by tendering his contributions, while a discharged employee could not. The general auditor for the Pennsylvania Greyhound Lines testified that he had made an arrangement with the Cleveland office of the Metropolitan Life Insurance Company that in the case of lay-offs unless the Greyhound Company knew the men would return to work within thirty days they should be listed by symbol 1–a, "discharged or resigned", even though they were only being temporarily laid off. However, this testimony, which was not confirmed by the insurance company, cannot be said to refute the written reports of the respondents made pursuant to the written contract with the insurance company. The auditor was unable to describe a "furlough" or to differentiate it from a "lay-off". The terms appears to be a recent addition to the Greyhound vocabulary and the alleged new classification cannot be given credence.

2. *Failure of discharged employees to use Employees Association channels for purpose of complaint.* Counsel for the respondents in his cross-examination and the officials of the respondents in their testimony brought out repeatedly that none of the discharged employees had made use of the Employees Association to have his case reviewed. Such failure has no bearing on the case. The discharge of the men for union activity constituted an unfair labor practice which was in no way affected by their subsequent failure to complain as provided in the Employees Association plan. The jurisdiction of the National Labor Relations Board is exclusive; it is not shared with private groups established for the adjustment of complaints. As indicated above the Employees Association was illegally dominated and interfered with by the management, so that failure to complain to it can have no consequence in this connection. Moreover, the reasons for such failure are obvious: the men had chosen other representatives; they thought that nothing could be gained through the Employees Association; they had no use for it, some of them couldn't even get on the premises.

3. *Posting of notice containing Section 7 (a) of the N. I. R. A.* The respondents repeatedly called attention to the fact that a notice containing Section 7 (a) of the N. I. R. A. and the labor provisions of the Motor Bus Code had been and was still posted in the Pittsburgh garage (Resp. Exhibits 26 and 27). Such posting was compulsory under the Motor Bus Code. It is clear that the posting, pursuant to legal compulsion, of a notice to the effect that employees are free to organize cannot have the effect of excusing or preventing unfair labor practices—it does not even give rise to any inference that an unfair labor practice was not committed or that the respondents' attitude was that described in the posted notice.

4. *Current employment of union members.* The respondents also called attention to the fact that many members of the union are still employed. In itself, such testimony is meaningless. It is not necessary to discharge every union member to discourage union membership or to break a union. It is clear the respondents could not at one time discharge all of the union members and still keep the garage open. No inference of innocence may thus be made from this testimony.

5. *Failure of discharged employees to apply for reinstatement.* The respondents brought out that the discharged employees did not apply for reinstatement. As in the case discussed in Section 2 above, such conduct can in no way affect the unfair labor practice completed by their discharge. This evidence was advanced by the respondents in support of their contention that the men were furloughed and not discharged. Why they would not reapply if furloughed for an indefinite period and yet would apply if discharged was not made clear. The evidence therefore does not support the inference intended by the respondents. Moreover, as pointed out in Section 2 above, some of the employees felt with justification that they would not even be allowed on the premises after their discharge.

6. *Participation of discharged employees in elections of Employee Association.* The respondents pointed out that some of the discharged employees had participated in the elections of the Employees Association. In view of the clear evidence of their membership in Division No. 1063, this has no bearing on the question of whether the discharges were for such union membership and activity. Nor, under the circumstances can such participation be regarded as the result of a free and uninfluenced choice on the part of the employees.

G. *The August and September discharges*

Two employees of the garage were discharged in the subsequent months. It is alleged in the complaint, and denied by the respondents, that these men were likewise discharged for union membership and activity. Their cases will now be considered separately.

1. *Erwin D. Matthews.* Matthews was a mechanic who commenced his work at the Pittsburgh garage in October, 1929. He was fourth in seniority of the first-class mechanics (Resp. Exhibit 17). He joined the union in July and attended its meeting on July 10. Bremmier after the May 28 meeting had warned him not to join, saying that the fellows who "messed around" with the union would be fired. On August 13 Nyland discharged him for improper work

on the wheels of a bus which had a road failure on account of a wheel coming off. Nyland told him that was the reason for his discharge and neither he nor Matthews mentioned the union, although Matthews testified he thought he was discharged for union activity. Matthews also testified he had later heard from some of the men that a company which serviced the tires on the Greyhound buses had worked on the wheels after he had, but the records show the contrary. Serious consequences could result from a failure to tighten the wheels. Duvall had considered him a good mechanic and did not know of his discharge until informed of it by Nyland.

He was earning 74¢ an hour for an eight-hour day. Since his discharge he has been employed and had earned $154.31 at the time of hearing.

2. *Robert Maxwell.* Robert Maxwell was a touch-up painter who had been employed since January, 1934. There was one first-class painter, one second-class painter and one touch-up painter (Resp. Exhibit 17). He joined the union at the end of May. Bremmier had advised him not to join. On September 18 he was discharged by Lydon, the clerk, who did not know the reason for the discharge. Maxwell saw Sprain and was informed that he had left some "transfers", used to put the imprint of the "Greyhound" upon the buses, laying out overnight in an incompleted condition, which would result in inefficient work. The union was not mentioned when he was discharged. He had been rather careless in his work on these transfers. Duvall did not know of his discharge until informed of it and testified that the action was rather drastic, since a "transfer" is not very expensive. He later gave him a letter of recommendation so as not to stand in the way of his getting another job (Board Exhibit 44).

Maxwell was earning 45¢ an hour for an eight-hour day and has not been employed since his discharge.

3. *Conclusion.* The discharge of both Maxwell and Matthews do not seem to be connected with the events of July. Their discharges appear as isolated events, bearing only upon the individuals separately involved, and were not for union membership or activity. Accordingly the record does not support the allegations in the complaint with respect to these two employees.

V. APPLICABILITY OF THE ACT

A. *The unfair labor practices as "affecting commerce"*

The complaint alleges that the acts of the respondents enumerated therein constitute unfair labor practices affecting commerce. The term "affecting commerce" is defined in Section 2, subdivision (8), as "in commerce, or burdening or obstructing commerce or the free flow of commerce, or having led or tending to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce". The term "commerce" is defined in Section 2, subdivision (6) to include "trade, traffic, commerce, transportation, or communication among the several states".

The respondent companies, as shown above, are engaged in the operation and management of an extensive interstate bus transpor-

tation system, which in turn is but part of a much larger system. The operations conducted at the Pittsburgh garage are an integral part of the operation of this interstate transportation system. Buses carrying passengers and property in interstate transportation are serviced and made ready for their regular runs at this garage. Such servicing is essential to the safe and regular functioning of the system. The President of the company testified that "the Pittsburgh Garage is located strategically for service to the buses operating through the mountainous regions of Pennsylvania and contiguous and surrounding territory", and that the physical operation of the buses regularly and currently engaged in interstate transportation is made possible by the maintenance of the garage at Pittsburgh. The garage is thus an integral part of the operations of instrumentalities of interstate transportation and the employees involved are actively working upon instrumentalities of interstate transportation and are engaged in operations in the course and conduct of interstate transportation. Consequently, the acts of the respondents occurred in the course and conduct of the operations of instrumentalities of interstate transportation and affected employees engaged in operations in the course and conduct of interstate transportation and on instrumentalities of interstate transportation, and hence occurred "in commerce" within the meaning of Section 2, subdivision (8).

The respondents throughout their testimony stressed the importance of safety and efficiency of operation in the motor bus transportation industry. They testified to the numerous measures instituted by them in the ceaseless efforts to achieve such ends. At the same time, however, the very acts of the respondents considered above created a condition of unrest and fear which was a threat to the efficient and safe operation of their buses. Many of their employees today are working under the heavy handicap imposed by the constant fear of losing their jobs because of their membership in Division No. 1063. An employee who had been warned by Crawford testified that "I don't know why I am working now". It is not difficult to imagine the fear induced in the men by the constant warnings and threats of discharge or by the knowledge that the officials are maintaining surveillance of their activities. And men driving and working on buses under the pressure of such fear of discharge are not likely to be capable of working with normal efficiency; an employee testified that the fear of discharge made him "nervous" and that he could not get himself together and drive through traffic in the usual fashion. It is the consequent impairment of the efficiency and safety of the instrumentalities of interstate transportation caused by such unrest and anxiety which the Congress desired to remove by eliminating the sources of such unrest.

The acts of these companies also tended to "lead to a labor dispute burdening and obstructing commerce." A "labor dispute" is defined in Section 2, subdivision (9), to include "any controversy concerning terms, tenure or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment." At the time of Davidson's discharge, the employees at the garage and the drivers were demanding of him that he call a

strike for their rights. Davidson counseled them against a strike. After the July 30 and July 31 discharges, the employees again wanted to strike, feeling that a strike would be the only method of protecting those union employees who still had their jobs. Davidson again advised against a strike and told them that he would take up the discharges with the Regional Office of the National Labor Relations Board and with a Commissioner of Conciliation. He pursued such a course and thus the strike was averted. The respondents feared a strike in May and July. Sundstrom was aware of the strike talk and because of it had a request made for police protection. Commencing about May 17 and continuing to the date of hearing, from one to three Pittsburgh City policemen have been detailed to the Pittsburgh garage at the expense of the respondents. The effect of a strike at the Pittsburgh garage upon the Pennsylvania Greyhound System, and hence upon interstate transportation, is obvious. It was succinctly expressed by Sundstrom when he testified that a strike would undoubtedly have seriously crippled the operation of the bus schedules.

Interference with the activities of employees in forming or joining labor organizations results in strikes and other forms of industrial unrest which in the field of transportation have the effect of impairing the safety and efficiency of the instrumentalities of such transportation. About 50% of the strikes and lock-outs that occurred in the motor transportation industry from January, 1935 to July, 1935 inclusive, involving 32,732 employees and 162,721 man-days of idleness, arose over the issue of employee organization (Board Exhibit 25a). It is common knowledge that in the industrial scene numerous and prolonged strikes have resulted from denial by employers of the rights now guaranteed by Section 7 and from their interference with employees attempting to exercise such rights ((1934) 39 Monthly Labor Review No. 1, p. 75, Table 9). The Board cannot be blind to such knowledge or fail to realize the disruption of commerce that results from such strikes and unrest. The motor transportation industry has achieved an important place in the transportation systems of this country [11] and it is the desire of Congress to prevent the interference with transportation and the impairment of the safe and efficient operations of its instrumentalities that results from such strikes and unrest. It is significant that, unlike the parallel legislation in the railway field, there are no provisions for collective bargaining and employee freedom of organization and representation in the recent Motor Carrier Act of 1935, imposing federal regulation of interstate motor transportation. The omission was succinctly explained on the floor of the Senate by Senator Wheeler, Chairman of the Committee on Interstate Commerce, on the ground that the Wagner Act then before Congress would cover the field of motor transportation and that therefore such provisions need not be incorporated in the Motor Carrier Act (Cong. Record, 74th Congress, 1st Session, Vol. 79, p. 5887).

[11] See Report of the Senate Committee on Interstate Commerce on the Motor Carrier Act of 1935 (Board Exhibit 23); *Nashville, Chattanooga and St. Louis Railway* v. *Walters*, 294 U. S. 405 (1935); Board Exhibits 17, 18 and 19 and Senate Document No. 152, Regulation of Transportation Agencies, 72d Congress, 2d Session (March 1934); Board Exhibits 22 and 24; Hearings Before the Committee on Interstate Commerce, United States Senate, on the Motor Carrier Act of 1935.

B. *Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company as Employers*

The Pittsburgh garage is leased and operated by the Pennsylvania Greyhound Transit Co. but it does not employ the men working there. The complaint alleges that the maintenance employees are employed by the Pennsylvania Greyhound Lines, Inc. and the Greyhound Management Company and the record supports this allegation. The form for application for employment at the garage or elsewhere in the Pennsylvania Greyhound System is entitled "Application for Employment. Greyhound Lines" and must be forwarded, after signature by the Department Head or Regional Manager, to the "Department of Safety and Personnel, Greyhound Lines". This is a department in the Greyhound Management Company and is headed by Mr. Marcus Dow, an official of that company. The form contains a statement to be signed by bus operators that begins as follows: "Whereas, the undersigned is desirous of making application for employment to the Greyhound Management Co. (Greyhound Lines)" (Board Exhibit 43). The group insurance policy was issued by the Metropolitan Life Insurance Co. to the Greyhound Management Company for the benefit of its employees. The individual employee policies issued pursuant to the basic policy describe the individual as an employee of the "Greyhound Management Company, associated and/or subsidiary companies" (Board Exhibits 34 (Lehman policy), 36 (Rihr policy), 42 (Burns policy)). However, on the applications of the employees, on which the blanks are apparently filled in by the respondents, the name of the employer is given indiscriminately as "Pennsylvania Greyhound Lines" or "Greyhound Management Company" (Board Exhibits 45–53, covering applications of nine employees discharged). On one, the "Greyhound Management Company" is given as the employer in one place in the application, while at another place the "Pennsylvania Greyhound Lines" is listed as the employer (Board Exhibit 46). The reports to the insurance company discontinuing the insurance on certain employees bear the name "Pennsylvania Greyhound Lines" as the employer (Board Exhibits 54 and 55, covering seven employees discharged on July 30 and July 31). A letter from Duvall to all maintenance employees, congratulating them on the awards to the Greyhound Management Company for winning the National Maintenance Contest sponsored by the Bus Transportation Magazine, bears on the letterhead the name "Greyhound Management Company, Fiscal Agent", with various other companies listed around it, including the "Pennsylvania Greyhound Lines, Inc. and subsidiaries" (Board Exhibits 37 A, B and C, received by Rihr). All of the election and other material involving the Employees Association bears the name "Pennsylvania Greyhound Lines, Inc." (Board Exhibits 60–63, 65, 75–86), and the name of the Association is "Employees Association of the Pennsylvania Greyhound Lines, Inc." (Resp. Exhibit 6). The list of maintenance employees eligible to vote as members of the Association contains the names of the nine employees involved in the case and describes them and the others as the "maintenance employees of the Pennsylvania Greyhound Lines, Inc." (Board Exhibit 78). The classification list posted in the Pittsburgh garage begins as follows:

"The Management of Pennsylvania Greyhound Lines has decided on a General Classification of Maintenance employees" (Resp. Exhibit 3). The men at the garage are paid by the Pennsylvania Greyhound Lines, Inc. Officials of the Pennsylvania Greyhound Lines, Inc. have the right to discharge the maintenance employees at the garage. Duvall's letter recommending Maxwell—"who has been in the employ of this company"—is on the stationery of the "Pennsylvania Greyhound Lines, Inc." and is signed "Pennsylvania Greyhound Lines", by Duvall (Board Exhibit 44). With regard to the Pittsburgh garage, both companies file as employers under the Pennsylvania Workmen's Compensation Act.

It is clear from the above that the Pennsylvania Greyhound Lines, Inc. is the employer of the men in the Pennsylvania Greyhound System, including the men discharged. Moreover, it is the company which mainly participates in the Employees Association of the Pennsylvania Greyhound Lines, Inc. In regard to employment, the function of the Greyhound Management Company is apparently that of a personnel department and it handles general employee problems common to the various companies forming the Greyhound Lines. As such, it obviously acts on behalf of and in the interest of the Pennsylvania Greyhound Lines, Inc. and is therefore an "employer" within the meaning of Section 2, subdivision (2). Moreover, since on various documents the Greyhound Management Company is listed as the employer of the men involved and in many of their dealings with or in regard to their employees the respondents do not make any effort to be precise in the designation of the employer, both companies must be regarded as employers for the purpose of this case. Since they function as one integrated system and since their activities are so related and commingled, the order of the Board in order to be effective must of necessity run against both respondents.

Rulings Made During the Hearing

The respondents appeared specially to attack the jurisdiction of the Board on stated constitutional grounds (Resp. Exhibit 1). These objections to the jurisdiction of the Board were overruled at the hearing. After having reviewed the objections at greater length the Board feels that the ruling was proper. With the exception of the ruling discussed below, the other rulings at the hearing do not require discussion.

The respondents at the commencement of the hearing moved to dismiss the complaint on the ground that since the charge was made by Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America and not by any of the employees involved or by Division No. 1063 as their representative, it is not justified by the National Labor Relations Act. This contention finds no support in the Act or the Rules and Regulations of the Board. Section 10, subdivision (5) of the Act states that ".whenever it is charged" that any person has engaged in any unfair labor practice the Board shall have power to issue a complaint. The type of person or organization making the charge or the relationship between such person or organization and the individuals involved in the acts complained of are not limited by

the Act. The Rules and Regulations do not impose any limitations in this regard. Section 1 of Article II states that "a charge that any person has engaged in or is engaging in any unfair labor practice affecting commerce may be made by any person or labor organization". The motion of the respondents was therefore properly denied. Moreover, it is obvious from the record that Division No. 1063 does represent these employees.

Concluding Findings of Fact and Conclusions of Law

In addition to the above findings of fact, upon the record in the case, the stenographic report of the hearing and all the evidence, including oral testimony, documentary and other evidence offered and received at the hearing, the following concluding findings of fact are made by the Board.

1. The Greyhound Lines is a nation-wide integrated system engaged in the interstate and foreign transportation for hire of persons and property by motor buses.

2. The respondent, Pennsylvania Greyhound Lines, Inc., a Delaware corporation, is an integral part of the Greyhound Lines. Fifty per cent of its common stock is owned by the Greyhound Corporation, the chief holding corporation of the Greyhound Lines, and the remaining fifty per cent and all of its preferred stock are owned by the American Contract and Trust Co., a wholly-owned subsidiary of the Pennsylvania Railroad Company. The respondent, Pennsylvania Greyhound Lines, Inc., owns all of the common stock of Pennsylvania Greyhound Lines of Indiana, Inc.; Pennsylvania Greyhound Lines of Illinois, Inc.; Pennsylvania Greyhound Lines of Virginia, Inc.; Peoples' Rapid Transit Co., Inc.; Montgomery Bus Co., Inc.; and Pennsylvania Greyhound Transit Co., bus operating and terminal companies. Through these wholly-owned subsidiaries, the Pennsylvania Greyhound Lines, Inc. owns, operates, manages and controls a bus system for the interstate transportation for hire of persons and property of approximately 5,000 miles in length, extending from New York, New York; Philadelphia, Pennsylvania; and Atlantic City, New Jersey; to Chicago, Illinois; Indianapolis, Indiana; and St. Louis, Missouri; and known as the Pennsylvania Greyhound System.

3. The respondent, Greyhound Management Company, a Delaware corporation, is an integral part of the Greyhound Lines, and its stock is wholly owned by the Greyhound Corporation. The Greyhound Management Company prepares schedules and tariffs, handles group insurance and performs managerial, personnel, legal, advertising and other services for the corporations forming the Greyhound Lines, including the Pennsylvania Greyhound Lines, Inc., which employs it as managing agent.

4. The Pennsylvania Greyhound Lines, Inc. owns a garage at California and St. Ives Streets, Pittsburgh, Pennsylvania, which is leased to and operated by the Pennsylvania Greyhound Transit Co., a wholly-owned subsidiary of the Pennsylvania Greyhound Lines, Inc. Pittsburgh is an important terminus in the Pennsylvania Greyhound System and connects by direct bus routes, operated mainly by this System, with New York, New York; St. Louis, Missouri; Washington, D. C.; Philadelphia, Pennsylvania; Detroit, Michigan;

Scranton, Pennsylvania; Buffalo, New York; Cleveland, Ohio; and Charleston, West Virginia. The Pittsburgh garage is operated as an integral part of the Pennsylvania Greyhound System and is strategically located to serve that System. The garage, which is open at all times, services the Greyhound buses traveling from, through and to Pittsburgh on these routes. The servicing, repairs, and mechanical maintenance work performed at this garage on these buses is performed while the buses are operating on their regular interstate schedules and are necessary to continuous, safe and effective operation of the buses on such schedules. Major maintenance and repair work are performed at the garage when the buses are idle. The garage also services interstate buses of other lines.

5. As described in paragraph four above, the transportation operations at the Pittsburgh garage occur in the course and current of transportation among the states and are an integral part of the operations of instrumentalities of such transportation. The maintenance employees engaged in such operations are directly engaged in the course and conduct of transportation among the states and because of their services in connection with and upon instrumentalities of such transportation are an integral part of the operations of instrumentalities of such transportation.

6. The maintenance employees so engaged at the Pittsburgh garage in the servicing, repair and mechanical maintenance of motor buses are employed and paid by the Pennsylvania Greyhound Lines, Inc. The employees engaged in the operations of the Pennsylvania Greyhound System are employed and paid by the Pennsylvania Greyhound Lines, Inc. The Greyhound Management Company also holds itself out as the employer of all these employees and acts in the interest of the Pennsylvania Greyhound Lines, Inc. in regard to them.

7. On July 30, 1935, the respondents, by their officers and agents, while engaged in the operations described above, discharged Chester Lehman, an electrician, Albert McKelvey, a mechanic, Stephen Mitchell, a mechanic, Lester Moberley, a body-repair man, and on July 31, 1935 John Rihr, a mechanic. All of these men were employed by the respondents at the Pittsburgh garage as maintenance men and were engaged in the operations described above. None of these men has been since reinstated by the respondents.

8. Each of the employees so discharged, as stated in paragraph seven above, was discharged for the reason, individually, that each of them had joined and assisted a labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, and had engaged in such concerted activities for their mutual aid and protection.

9. By said discharges the respondents have interfered with, restrained and coerced their employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

10. By said discharges the respondents did discriminate in regard to tenure of employment and have thereby discouraged membership in the labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America.

11. Following are the wage rates at which these employees were paid at the time of their discharge and the amounts they have since earned through employment elsewhere, as of the date of hearing. None of these employees has obtained any other regular and substantially equivalent employment.

Employee	Wage rate per hour (for 8-hr. day)	Amount earned
	Cents	*Dollars*
Lahman	78	30
McKelvey	74	145
Mitchell	68	100
Moberley	68	103–104
Rihr	68	Nothing

12. The respondents, by their officers and agents, while engaged in the operations described above, and after July 5, 1935, have continuously urged, persuaded and warned their maintenance employees at the Pittsburgh garage to refrain from becoming or remaining members of a labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, have threatened such employees with discharge if they became or remained members of such organization and have maintained surveillance of the meetings and meeting places of such organization and of the activities of their employees in connection with such organization.

13. By such urging, persuading, warning, threatening and surveillance, as described in paragraph 12 above, the respondents have interfered with, restrained and coerced their employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

14. The respondents, principally the Pennsylvania Greyhound Lines, Inc., by their officers and agents, in the fall of 1933 instituted, formed and sponsored a labor organization of their employees, including the employees of the Pennsylvania Greyhound System, known as the Employees Association of the Pennsylvania Greyhound Lines, Inc.

15. The respondents, principally the Pennsylvania Greyhound Lines, Inc., by their officers and agents, while engaged in the operations described above, are dominating and interfering with the administration of a labor organization of their employees, including the maintenance employees at the Pittsburgh garage and the employees of the Pennsylvania Greyhound Sytem, known as the Employees Association of the Pennsylvania Greyhound Lines, Inc., by arranging, supervising and conducting the elections of the employee representatives, held on company time and on company property; controlling the meetings of the employee representatives with the management representatives in such a fashion as to make such meetings no more than the presentation of grievances to an official of the management and so as to prevent them from being a forum for collective bargaining and genuine employer-employee discussions; controlling the type of matter which may be discussed by the

employee representatives with the management representatives through a system of "Joint Submissions" which requires the consent of an official of the respondents before a matter may be submitted for such joint discussion; making any change in the form, purpose or activities of the Employees Association dependent upon the approval of the respondents through a provision in the By-Laws of the Association requiring a two-thirds vote of an equal number of management and employee representatives for any change in the By-Laws; and by the activities enumerated hereafter; and are contributing financial and other support to such labor organization by paying the employee representatives for any time lost by reason of their activities as such representatives and for their expenses and transportation while so engaged; supplying stenographic services, election material and forms; and by defraying all of the expenses of the Employees Association.

16. The aforesaid acts of respondents occurred in the course and current of transportation among the states and directly and immediately affected employees engaged in operations in the course and conduct of such transportation and who, because of their services in connection with and upon instrumentalities of such transportation, are an integral part of the operation of instrumentalities of such transportation.

17. The aforesaid acts of respondents, and more especially the acts enumerated in paragraphs 7 and 12 above, tended to lead to a strike of the maintenance employees and drivers at the Pittsburgh garage which would have crippled the operation of respondents' interstate bus transportation schedules, thereby causing a cessation of and otherwise impairing the operation of instrumentalities of transportation among the several states and thus burdening and obstructing such transportation, and of impairing the safety and efficiency of instrumentalities of such transportation and would have led to such a strike had not the maintenance employees and drivers at the Pittsburgh garage been persuaded by the President of Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America to present their grievances to the National Labor Relations Board and a United States Commissioner of Conciliation.

18. The aforesaid acts of respondents, and more especially the acts enumerated in paragraphs 7 and 12 above, created and tend to create a condition of unrest and fear on the part of their employees at the Pittsburgh garage, including bus drivers, which impaired and tends to impair their efficiency and consequently, because of the nature of their work, the safety and efficiency of instrumentalities of transportation among the several states.

19. Interference by employers with the activities of employees in forming or joining labor organizations results and tends to result in labor disputes and other forms of industrial unrest which burden and obstruct commerce among the several states and the free flow thereof and which in the field of transportation have the effect of impairing the safety and efficiency of the instrumentalities of transportation among the several states.

20. On July 30, 1935, the respondents, by their officers and agents, while engaged in the operations described above, discharged Albert

Burns, a greaser, and Emil Law, a mechanic; on August 13, 1935 discharged Erwin D. Matthews, a mechanic, and on September 18, 1935, discharged Robert Maxwell, a touch-up painter, all maintenance men employed by the respondents at the Pittsburgh garage and engaged in the operations described above. None of these four employees was discharged by respondents by reason of his membership in the labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America," or for any activities in connection therewith.

21. Upon the basis of the foregoing the Board finds and concludes as a matter of law:

(*a*) Respondents, by discharging Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr, and each of them, and by interfering with, restraining and coercing their employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as set forth above, have engaged in and are engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivision (1) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

(*b*) Respondents, by discouraging membership in the labor organization known as Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America by discharging Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr, and each of them, said discharges constituting discrimination in regard to tenure of employment, as set forth above, have engaged in and are engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivision (3) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

(*c*) Respondents, by their domination of and interference with the labor organization known as the Employees Association of the Pennsylvania Greyhound Lines, Inc. and by their contribution of financial and other support to such labor organization as above set forth, have engaged in and are engaging in unfair labor practices affecting commerce within the meaning of Section 8, subdivision (2) and Section 2, subdivisions (6) and (7) of the National Labor Relations Act.

ORDER

On the basis of the findings of fact and conclusions of law, and pursuant to Section 10, Subdivision (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondents, Pennsylvania Greyhound Lines, Inc. and Greyhound Management Company, and their officers and agents, shall:

1. Cease and desist from in any manner interfering with, restraining, or coercing their employees, including the employees of the Pennsylvania Greyhound System, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act;

2. Cease and desist from discouraging membership in Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, or any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, by discrimination in regard to hire or tenure of employment or any term or condition of employment;

3. Cease and desist from in any manner dominating or interfering with the administration of the Employees Association of the Pennsylvania Greyhound Lines, Inc., or any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, and from contributing financial or other support to the Employees Association of the Pennsylvania Greyhound Lines, Inc., or to any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, except that nothing in this paragraph shall prohibit the respondents from permitting their employees to confer with them during working hours without loss of time or pay;

4. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(*a*) Offer to Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr immediate and full reinstatement, respectively, to their former positions, without prejudice to their seniority or other rights and privileges previously enjoyed;

(*b*) Make whole said Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley and John Rihr for any losses of pay they have suffered by reason of their discharge by payment, respectively, of a sum of money equal to that which each would normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, computed at the wage rate stated in the findings of fact as the rate each was paid at the time of discharge, less the amount which each earned subsequent to discharge as shown in the findings of fact;

(*c*) Withdraw all recognition from the Employees Association of the Pennsylvania Greyhound Lines, Inc. as representative of their employees, including the employees of the Pennsylvania Greyhound System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;

(*d*) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof;

And it is further ordered that,

5. The complaint be, and it hereby is, dismissed with respect to the discharges of Albert Burns, Emil Law, Erwin D. Matthews and Robert Maxwell.

Signed at Washington, D. C. this seventh day of December, 1935.

[SEAL] (s) J. WARREN MADDEN, *Chairman*,
(s) JNO. M. CARMODY, *Member*,
(s) EDWIN S. SMITH, *Member*,
National Labor Relations Board.

TRANSCRIPT OF HEARING

PITTSBURGH, PENNSYLVANIA,
Federal Building, Grant Street, October 22, 1935.—10 a. m.

Before J. Warren Madden, Chairman; John M. Carmody, member; Edwin S. Smith, member, of the Board.

Appearances: Robert B. Watts, principal attorney, Charles Ogburn, representing Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America; Ivan Bowen, Rand Tower, Minneapolis, Minnesota and Charles H. Young, New Castle, Pennsylvania, representing Greyhound Lines, Inc., and Greyhound Management Company.

2 Chairman MADDEN. If counsel are ready, you may proceed.

Mr. WATTS. If the Board please, I offer as Board's Exhibit No. 1 a certified copy of the pleadings in the cause to this time, including the Charge, the Order permitting the filing of the Charge with the National Board, the Complaint and Acknowledgement of Service by Local Division No. 1063, and an Affidavit of Service, a Return of Service upon the respondents, and an order extending the time in which the respondents might answer the complaint.

(Board Exhibit No. 1 received in evidence.)

Mr. OGBURN. If the Board please, I would like to have the charge on which this case is brought, filed by Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, and the complaint accordingly, amended by striking from the name of one of the respondents, the Greyhound Management Company, the words "Inc." which I had inadvertently put after the name of that respondent company in my original charge. I have heretofore given written notice on about the 17th, I think, to the respondent company and to Mr. Bowen, the counsel for the Company, and similarly I have given notice of my intention to make this motion to the Board. My right to make the motion is based on the Section 10–B of the Act, which provides

3 that the complaint may be amended by the Board at any time prior to the issuance of the order based in the complaint, and on Section 13, Article 2, of the Rules and Regulations of the Board that an oral motion may be made at a hearing. The right to amend the name of a respondent is shown in cases which are listed in 47 Corpus Juris, Pages 238 and 241.

Mr. WATTS. If the Board please, in behalf of the Board I join in the motion at this time to amend the complaint by striking from the complaint the letters "Inc." at each place they occur after the words "Greyhound Management Company", thereby conforming the complaint to the amendment now made by the charging party.

Mr. BOWEN. May it please the Board, my name is Ivan Bowen.

Chairman MADDEN. Do you have anything to say about this motion?

Mr. BOWEN. I have, following what I am going to state now. My name is Ivan Bowen of the firm of Bowen, Best, Flanagan, and Rogers, offices in the Rand Tower, Minneapolis. Comes now Ivan Bowen, Attorney, and appearing specially for the purpose of objecting to the jurisdiction of the National Labor Relations Board, and of J. Warren Madden, Chairman, John M. Carmody, Edwin S.

Smith, Members, does object for Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondents, named in that certain proceedings entitled: United States of America, before the National Labor Relations Board, Washington, D. C.; In
4 the Matter of Pennsylvania Greyhound Lines, Inc., Greyhound Management Company, and Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America; Case No. C 1, to the jurisdiction of said National Labor Relations Board, and J. Warren Madden, Chairman, John M. Carmody, Edwin S. Smith, Members, in said proceedings, and to the jurisdiction of said National Labor Relations Board and J. Warren Madden, Chairman, John M. Carmody, Edwin S. Smith, Members, over Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company named respondents on the following grounds:

1. That the National Labor Relations Act, approved July 5, 1935 (Public No. 198—74th Congress), is invalid, void, and in contravention of the rights, immunities and privileges of said Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, under the Constitution of the United States of America in

(a) that it delegates legislative power to the National Labor Relations Board contrary to and in violation of Section One of Article One of said Constitution of the United States.

(b) that it delegates judicial power to the National Labor Relations Board contrary to and in violation of Section One and Section Two, Paragraph 1, of Article Three of said Constitution of the United States.

2. That Section 8, Paragraph 3, Section 9 (a) and Section 10 (a) of the National Labor Relations act, approved July 5,
5 1935, are invalid, void, and in contravention of Article Thirteen, Section One of the Amendments to the Constitution of the United States of America, prohibiting involuntary servitude and of Article Five of the Amendments to the Constitution of the United States in that such Sections and Paragraphs of the National Labor Relations Act, and the Acts of the National Labor Relations Board pursuant thereto deprive Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondents, of liberty and property without due process of law.

3. That Section 8, Paragraph (1) and (2) of the National Labor Relations Act, approved July 5, 1935, and the National Labor Relations Board acting pursuant thereto seek to abridge the freedom of speech of Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondents, contrary to and in violation of Article One of the amendments to the Constitution of the United States of America, and to deprive said respondents of liberty and property without due process of law in violation of Article Five of the amendments to the Constitution of the United States.

4. That Section 10 of the National Labor Relations Act and the National Labor Relations Board acting pursuant thereto deny Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondents, the right of trial by jury and the right to have facts so tried examined in a court of the United States accord-
6 ing to the rules of the common law, contrary to and in violation of Article Seven of the Amendments to the Constitution of the

United States, and confer upon said National Labor Relations Board judicial power in violation of Section One and Section Two (1) of Article Three of the Constitution of the United States, and in violation of said respondents rights thereunder.

5. That said National Labor Relations Act and said National Labor Relations Board acting pursuant thereto exercise powers contrary to the reservations of Article Ten of the amendments to the Constitution of the United States, and in violation of the rights of Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondent companies thereunder.

6. That Section 9 of the National Labor Relations Act, and said National Labor Relations Board acting pursuant thereto deprive Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondents, of liberty and property without due process of law contrary to and in violation of the rights of said respondents under Article Five of the amendment to the Constitution of the United States.

7. That the matters alleged in the complaint involve transactions and relations between employer and employees which are local in character and are not subject to regulation by the Congress of the United States, by virtue of the reservation of Article Ten of the amendments to the Constitution of the United States.

7 Mr. WATTS. If the Board please, may I ask first, in order that the record may be kept straight, that we have a ruling on the motion to amend the charge of the complaint.

Chairman MADDEN. You have stated, Mr. Bowen, that you would have something to say about that.

(Discussion off the record.)

Chairman MADDEN. With reference to the motion of counsel for respondent and the special appearance, I suppose that the fact that the Board is here really amounts to a denial of the motion, which goes to its whole power and jurisdiction, so that the motion is denied.

Mr. BOWEN. Now, entering an appearance in this proceeding, I would state that I have no objection to the motion to amend. I desire to make another motion.

Mr. WATTS. May I have marked as Board Exhibit 2 a certified copy of the notice of motion to amend?

(Board Exhibit 2 received in evidence.)

Mr. BOWEN. Counsel suggests that I have that special appearance marked as Respondents' Exhibit 1.

(Respondents' Exhibit No. 1 marked for identification.)

Chairman MADDEN. Let the record show the motion to amend is granted.

Mr. BOWEN: We move that the proceedings herein be dismissed as to Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, on the grounds that the facts stated in the

8 complaint do not justify a complaint under the National Labor Relations Act, or give this Board jurisdiction over those two respondents.

Chairman MADDEN. Do you want to elaborate that motion?

Mr. BOWEN. The basis of the motion, may it please the Board, is that the complaint here is not a complaint, apparently, from the way in which it is drawn, based upon a complaint of employees.

Neither is it a complaint from the labor organization that claims to represent the employees, but it is based upon a complaint of the labor organization that does not show in the complaint is entitled to join; and, furthermore, that the complaint upon its face shows that the employees involved and their relations to the employer do not come within the province of the National Labor Relations Act, which is based upon the Interstate Commerce Laws.

Mr. CARMODY. I would like to ask a question. In what way do they not come within that relationship? Can you be specific yourself?

Mr. BOWEN. Yes. We don't believe that these employees that are engaged in work upon the maintenance and repair of motor vehicles which are used in interstate commerce constitutes under the commerce laws interstate commerce, if that answers your question.

Mr. CARMODY. Yes, thanks.

Chairman MADDEN. Your point is that the complaint is not made by, or that the charge here was not made by employees who are entitled to join a union, and so forth. Frankly, I don't understand it. Do you want to explain that farther?

Mr. BOWEN. As I read the complaint, may it please the Chairman, and I am taking it from the complaint and not from what the Act may give rights to the various parties here, but from this complaint, I take it that the charge was made by a labor organization—in other words, by the Local Division of the Amalgamated; that in the statement of facts it is not shown that they claim to represent these employees, or that they have jurisdiction over these employees under their charter to represent them. I think that the testimony in this case will develop some of the facts upon which this motion is based.

Chairman MADDEN. What are the unfair Labor practices which are charged here?

Mr. BOWEN. Why, we are charged, as I understand, with the intimidating of employees and preventing them from joining the labor union under their rights in Section 7, and also that the respondents furnish financial support to the employees' own organization. I think in general that covers the charges, doesn't it?

Mr. WATTS. Yes.

Mr. BOWEN. The charges are under Section 8, as I understand it.

Chairman MADDEN. I think, as the Board understands the law, the question of interference with the right of an employee to join a labor organization has nothing to do with the question of whether that organization has a majority of the employees or whether the organization would be entitled to represent all of the employees or not.

Mr. BOWEN. My objection is not based upon that majority provision. I am putting my interpretation upon the complaint. It is possible that the gentleman who drew the complaint does not at all have that understanding, but in reading this complaint it immediately strikes me there is no employee coming to the Labor Board and saying, "My rights have been violated." Neither is there a labor organization coming to the Labor Board and saying, as a representative of certain employees of these companies, "They are violating certain employees' rights which we represent"; but, on the contrary, a labor organization which does not qualify itself to represent the employees, and which you may say in general that this

complaint does not even show that these men that are named in Paragraph 9 even belong to, comes and makes a charge and says, "These companies in some way or other are interfering with our rights to organize the employees into the Amalgamated." I am trying to make clear my position.

Chairman MADDEN. Supposing the charge were made by a labor organization which claims that these men would join it if they
11 were not interfered with, that that is the reason they are not in it, because the company intimidated them and prevented them from going in. Don't you think that would come within the Act?

Mr. BOWEN. I think the Chairman has stated the basis of that complaint in his question better than I attempted to explain. That probably constitutes the difference of opinion between the Board and myself.

CHAIRMAN MADDEN. You mean with reference to the interpretation of the statute?

Mr. BOWEN. Yes; and please understand during this entire proceeding when I refer to the Board it has no personal reference to the Board. I am confronted with the situation whereby the Board is the complainant, the prosecutor, the judge, and the jury, and I will probably at different times switch my position to recognize those facts; so that anything hereafter I may say please understand it has no personal reflection on this Board for which I have the highest respect.

Mr. CARMODY. We may have to do the same thing with counsel.

Chairman MADDEN. Respondents' motion is denied.

Mr. BOWEN. Now, we will file an answer on behalf of Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company in this proceeding, which will be marked Respondents' Exhibit 2, and we offer for the record Respondents' Exhibits 1 and 2.

CHAIRMAN MADDEN. Any objection to their being admitted?

Mr. WATTS. No objection.

Chairman MADDEN. They will be admitted.

12 (Respondents' Exhibits Nos. 1 and 2 received in evidence.)

Mr. WATTS. If the Board please, I now offer in evidence a certified copy of the certificate of incorporation of the respondent Pennsylvania Greyhound Lines, Inc., a certificate of the change of agent in that respondent in the State of Delaware, and the Annual Report of that respondent in the State of Delaware, which I ask to be marked Board's Exhibits 3, 4, and 5, respectively. I offer in evidence certificate of incorporation of the Motor Transit Management Company, certified to by the Secretary of State of the State of Delaware, dated February 7, 1927, and ask that be marked Board's Exhibit 6. I offer in evidence the certificate of amendment to the certificate of incorporation of the Motor Transit Management Company, changing the name of that corporation to the Greyhound Management Company, dated January 25, 1930, as Board's Exhibit 7. I offer in evidence the Annual Monthly report of the Greyhound Management Company with the State of Delaware filed January 1, 1935.

Mr. BOWEN. We have no objection.

Chairman MADDEN. They may be admitted.

(Board's Exhibits Nos. 3, 4, 5, 6, and 7 received in evidence.)

Mr. WATTS. I now offer in evidence photostatic copies of pages No. 1807 to 1817, inclusive, of Moody's Manual of Investments, covering the Greyhound Corporation, the respondent Pennsylvania Greyhound Lines, Inc., and in which reference is made to the respondent Greyhound Management Company.

13 Chairman MADDEN. What is this for?

Mr. WATTS. To show the relation of the corporate structure of the two corporations, to show their relationship in operating the various lines, to show the relationship of one to the other in the employment of the men whom later we will show were unlawfully discharged.

Mr. BOWEN. We have no objection.

Chairman MADDEN. Let them be received.

(Board's Exhibit No. 8 received in evidence.)

Mr. WATTS. I now offer in evidence a certified copy of excerpts from Form 10 filed with the Securities Exchange Commission, Washington, D. C., by the Greyhound Corporation, bearing the Securities Exchange Commission's stamp May 16, 1935. This Form 10 sets up the description of the Greyhound Corporation, recites its interest, stock holdings, and relation to various subsidiary corporations, including the respondent Pennsylvania Greyhound Lines, Inc.

Mr. BOWEN. No objection.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 9 received in evidence.)

Mr. WATTS. I offer in evidence another excerpt from the files of the Securities Exchange Commission.

Mr. BOWEN. No objection.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 10 received in evidence.)

14 Mr. WATTS. I offer in evidence a map bearing the date stamp of the Commission of May 16, 1935, Exhibit "H", being a map showing the general territory served by the bus companies in which the registrant Greyhound Corporation owns stock interest.

Mr. BOWEN. No objection.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 11 received in evidence.)

Mr. WATTS. I offer in evidence a consolidated timetable—"Greyhound Lines Summer Schedule of 1935."

Mr. BOWEN. No objection.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 12 received in evidence.)

Mr. WATTS. I offer in evidence a schedule made up from the preceding Exhibit No. 12, showing various operations conducted by the companies as stated in the consolidated timetable.

Mr. BOWEN. No objection.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 13 received in evidence.)

Mr. WATTS. I now offer in evidence a descriptive folder of the Greyhound Lines.

Chairman MADDEN. That will be admitted.

(Board's Exhibit No. 14 received in evidence.)

Mr. WATTS. I next offer in evidence statistical statement, so entitled, of the Pennsylvania Greyhound Lines, Inc., for the year 1933.

15 Mr. BOWEN. I have no objection for what it appears to be. I couldn't swear to it.

Chairman MADDEN. What does it appear to be?

Mr. BOWEN. It is merely a photostatic sheet. It appears to be a statistical sheet of the operations of the Pennsylvania Greyhound Lines, Inc., for the year of 1933.

Chairman MADDEN. Purports to be by the company?

Mr. WATTS. Yes; by the company.

Mr. BOWEN. I say apparently it is one of the company's statements, and on that ground I have no objection to its being introduced for what it apparently shows. Whether or not it is an authentic copy, I don't know.

Mr. CARMODY. What would be the object of issuing a statement in that form?

(Discussion off the record.)

Mr. BOWEN. I can't see any objection to it. It is probably one of the numerous thousands which have been put out.

(Board's Exhibit No. 15 received in evidence.)

Mr. WATTS. I offer in evidence statement entitled "Garage Locations, August 1, 1935", with particular reference at the moment to Garage No. 14, Pittsburgh, Pennsylvania.

Mr. BOWEN. These exhibits that are introduced are mimeographed copies. He doesn't happen to have a copy for us, so the only way we could check and see if they were accurate is if we were furnished
16 copy of this. We will have to get them some way or the other. For instance, here is an exhibit that doesn't even carry a Greyhound name, although it does carry Mr. Duvall as Manager of Maintenance. If the information on here is correct, and we have an opportunity to check it, we have no objection to that sort of information being filed with the Board.

Chairman MADDEN. It may be admitted.

(Board's Exhibit No. 16 received in evidence.)

Mr. WATTS. I now offer in evidence copies of pages 218, 218–A, 218–B, 218–C, 218–D, and 218–E of the Annual Report of the Pennsylvania Railroad Company to the Interstate Commerce Commission for the year ended December 31, 1934, under the seal of the Commission, the exhibit showing the securities and other intangibles owned or controlled through non-reporting subsidiaries in each instance.

Mr. BOWEN. That is objected to as incompetent, irrelevant, and immaterial.

Mr. WATTS. If the Board please, the respondents have come here with special appearances—challenges to the jurisdiction of this Board, predicated upon constitutional grounds. This exhibit is offered for the basis of meeting squarely the challenge thus offered, showing the relation of these respondents, and the industry before the Board, to the transportation industry generally, to serve as a basis for further statements bearing upon the constitutional question which we shall offer in support of the Board's position here. This exhibit as
17 it is now offered shows that the Pennsylvania Railroad has interests indirectly in one of these respondents here. It shows that that railway company has extensive interests in other motor bus operations throughout the United States. For the purpose of laying a foundation to meet the constitutional challenge offered, the exhibit is proper.

Mr. BOWEN. The information is public information that is on file with the Interstate Commerce Commission; on that ground there is no objection to it. I am taking the position in this proceeding—what difference does it make whether the Pennsylvania Railroad owns a share of stock in this company, or whether I own one in Greyhound Corporation, which I do. That doesn't prove that these people are engaged in interstate commerce.

Mr. WATTS. Well, if the Board please, counsel has, among all the other various constitutional grounds alleged, which I think invoke practically every section of the constitution, challenged the due process under which this Board is operating; and at least inferentially is challenging the extent of jurisdiction which Congress, rightfully or otherwise, exercised in passing this Act. It is most material to show that Congress in adopting the remedy which is embodied in the National Labor Relations Act has adopted a remedy which is reasonable, which is predicated upon an evil widespread throughout the United States. I propose in the course of this proceeding to demonstrate through witnesses and through exhibits that that evil
18 exists not only in the most aggravated form in the operation of these respondents, but also in the motor bus industry; and I propose further to show the reasonableness of the congressional regulation by comparison to the results of such regulation in the transportation industry generally.

Chairman MADDEN. The objection is overruled, and the exhibit received.

(Board's Exhibit No. 17 received in evidence.)

Mr. WATTS. I now offer in evidence under the seal of the Interstate Commerce Commission copy of statement No. 13–B, being a compilation of "Motor Trucks and Motor Buses in Revenue Service, Class I Steam Railways, for the year ended December 31, 1934"; also offered on the same constitutional issues.

Mr. BOWEN. Same objection.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 18 received in evidence.)

Mr. BOWEN. May I request we be furnished with these exhibits they have filed—statistical information going into this case. Counsel on this side of the table can't attempt to answer that or look after it when we are not even furnished with a copy.

(Discussion off the record.)

Mr. WATTS. I have here photostat copies, and I would like to state that I now hand to counsel for the respondents a photostatic copy of Exhibit No. 17. Of Exhibit No. 18 I have no copy available.
19 It is a one page document which I shall be glad to have typewritten, copied in typewriting, and furnished to counsel if he wishes.

Mr. BOWEN. I would like to have a copy of all the exhibits except the first exhibit you offered, which we have—that is, the charter exhibits.

Mr. WATTS. I now offer in evidence under the seal of the Interstate Commerce Commission copy of page No. S–22 from the 47th Annual Report on the statistics of railways in the United States for the year ended December 31, 1933, and I herewith hand counsel a photostatic copy of the exhibit as offered.

Mr. BOWEN. That is objected to.

Chairman MADDEN. It may be admitted.

(Board's Exhibit No. 19 received in evidence.)

Mr. WATTS. I now offer in evidence, and hand a copy to counsel for the respondents, a chart showing the interlocking offices of subsidiaries of the Greyhound Corporation, made up from statements printed in Moody's Manual of Investments.

Mr. BOWEN. No objection.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 20 received in evidence.)

Mr. WATTS. I offer in evidence, and hand to counsel for respondents, copy of a chart showing interlocking directorates of the Greyhound Corporation and various subsidiaries of that Corporation.

Mr. BOWEN. No objection.

20 Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 21 received in evidence.)

Mr. WATTS. I offer in evidence, and furnish counsel for respondent with a copy, pamphlet issued by the National Association of Motor Bus Operators, entitled "Bus Facts for 1935", being a study of the motor bus industry of the United States—compilation of statistics relating thereto.

Mr. BOWEN. No objection.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 22 received in evidence.)

Mr. WATTS. I now offer in evidence Senate Report No. 482 of the 74th Congress, First Session, being the report of the Senate Committee on interstate commerce with reference to the Motor Bus Bill then before the Senate.

Mr. BOWEN. No objection. You are referring to the Motor Carrier Act of 1935?

Mr. WATTS. Yes.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 23 received in evidence.)

Mr. WATTS. I offer in evidence copy of House Report 1645 of the 74th Congress, First Session, being a report of Committee on interstate and foreign commerce relative to the same Bill then before the House.

Mr. BOWEN. No objection.

Chairman MADDEN. Let it be admitted.

21 (Board's Exhibit No. 24 received in evidence.)

Mr. WATTS. I ask the Board, unless there is objection on the part of counsel for the respondents, to notice judicially the hearings before the Committee on Interstate Commerce of the United States Senate, 74th Congress, First Session on S–1629, S–1632, and S–1635—the Motor Carrier Act of 1935. If counsel has no objection, I suppose there is no necessity of marking them in evidence and the Board may take judicial notice.

Mr. BOWEN. No objection.

Chairman MADDEN. Have you indicated in the book the parts of it that the Board is judicially to notice?

Mr. WATTS. I ask that the entire volume be subject to that offer. The gentleman has offered, if I may pause to explain, a constitutional shotgun here, which will necessitate our going back into the records to pick out unrelated material to answer. I can't here offhand, without studying his constitutional objections, cite to the Board the pages

of the hearings which will be pertinent; that will be done in briefs if necessary. I now offer in evidence under the official seal of the Department of Labor of the United States copy of original data on file in the Bureau of Labor Statistics, including under Table 1 "Strikes and Lock-outs in the Motor Transportation Industry beginning in January to July, inclusive, 1935, by major issues involved"; and Table 2, "Strikes and Lock-outs in the Transportation and Communi-
22 cation Industries, August 1934 to July 1935, inclusive." At this time I ask the Board to take judicial notice of a law of the Commonwealth of Pennsylvania, 1931, being No. 255, and appearing at page 694 of the Official Publication of the Laws of Pennsylvania for 1931, approved by the Governor on the 22nd day of June 1931, the Act being entitled, an Act "Imposing a tax on gross receipts as an excise on the use of the public highways by certain owners or operators of motor vehicles transporting passengers and property for hire."

Chairman MADDEN. Is that objected to?

Mr. BOWEN. I take it you intend to show taxation of the company's property. No; it is not objected to.

(Board's Exhibit No. 25 received in evidence.)

Mr. WATTS. May I ask for an adjournment for two or three moments while I confer with a witness who has appeared under subpoena whom I have had no opportunity to interview, and who has with him records I now wish to introduce?

Chairman MADDEN. We will take a five minute recess.

(A short recess was taken.)

CHARLES E. MUNN was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATT.) Where do you live, Mr. Munn?

A. My domicile is in Pittsburgh, but my present residence is in Harrisburg.

Q. What is your occupation?

A. Corporation Taxing Officer for the Department of Reve-
23 nue in Harrisburg.

Q. And as such officer, did you receive a subpoena issued by this Board, calling for the production of certain records of the Bureau of Revenue of the Commonwealth of Pennsylvania?

A. The Secretary of Revenue received a subpoena duces tecum from this Board and it was handed to me to answer in his behalf.

Q. And you are here pursuant to that subpoena with those records?

A. I am.

(Board's Exhibits 26 to 32, inclusive, witness Munn, marked for identification.)

Q. I now ask you if you will examine the original of Board's Exhibit No. 26 for identification, and state what it is.

Mr. BOWEN. Are we going to have copies of these exhibits?

Mr. WATTS. I am sorry, sir, but I have no copy other than that which the witness has fortunately brought with him in lieu of the original records. I have no control over these papers. I would be glad to make them available to you, but I cannot produce any copies at this moment. These are State records.

Mr. BOWEN. Of course, Mr. Chairman, I don't see how this Board expects us to come in and have a case before it when there are

the voluminous exhibits introduced by the Government which are only available if we send a stenographer over here to copy, which will take days. I am unable to proceed. It is the first time I was ever in a proceeding where the other counsel was not entitled to an exhibit.

24 Mr. WATTS. There is no doubt you are entitled to an exhibit. I am merely stating we have only the one set of photostatic copies which have been brought with the original documents. If you have any suggestion of how I may produce here another copy of these papers, I would be glad to adopt your suggestion.

Chairman MADDEN. It would seem, Mr. Bowen, when you subpoena a witness and ask him to bring with him certain papers you could hardly direct him to bring sufficient copies to go around. Now, the next question seems to be this: shall Mr. Watts have copies made for you, or shall you have copies made for yourself?

Mr. BOWEN. I, of course, am not in position to ask this Board for any favors along that line. I am saying this is a most extraordinary proceeding, and I doubt very much whether there is a counsel sitting around this table who ever participated in a proceeding where he was not furnished with exhibits of the other side.

Mr. WATTS. I don't know where counsel has participated in trials, but we won't debate that issue. These are all documents which were filed by the respondent, or its subsidiaries, and, of course, the learned gentleman undoubtedly has in his files as counsel for those companies copies of these documents. He may have prepared them for all I know. Do I hear a specific objection to the question, or is this just conversation?

Mr. BOWEN. I don't know what document it is you are going to introduce.

25 Mr. WATTS. So far I haven't had an opportunity to ask the witness.

Q. (By Mr. WATTS.) Now, Mr. Munn, I ask you again to examine Board's Exhibit No. 26 for identification, and state what that is.

A. This is a photostatic copy of the registry with the Department of Revenue filed by the Pennsylvania Greyhound Lines, Inc.

Q. And that photostatic copy is attached to a certificate of the Department of Revenue, is it, attesting its accuracy?

A. It has been certified as a true copy by the Secretary of Revenue.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. We have no objection to it, but I still maintain my request to be furnished a copy.

Chairman MADDEN. The copy is admitted without objection.

(Board's Identification Exhibit No. 26, Witness Munn, received in evidence.)

Q. I ask you, sir, to examine Board's Exhibit No. 27 for identification, and state what that is.

A. This is the Gross Receipts Report, filed by the Peoples Rapid Transit Company, Inc., for the period ending June 30, 1934, and it is a certified copy.

Q. State whether or not this exhibit for identification sets forth the number of miles of routes within the Commonwealth of Pennsylvania, the number of miles of such routes outside of

26 the Comonwealth of Pennsylvania operated by the filing company.

A. This report shows the ratio of mileage within and without the state.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. We have no objection.

Chairman MADDEN. Let it be admitted.

(Board's Identification Exhibit No. 27, Witness Munn, received in evidence.)

Q. I ask you to examine Board's Exhibit No. 28 for identification, and state what that is.

A. This is a Gross Receipts Report by the Peoples Rapid Transit Company, Inc., or a certified copy thereof, for the period ending December 31, 1934.

Q. And does that likewise set forth the ratio of mileage within and without the Commonwealth of Pennsylvania operated by the registrant?

A. This also shows the separation of mileage.

Mr. WATTS. I offer it in evidence.

Chairman MADDEN. Let it be admitted.

(Board's Identification Exhibit No. 28, Witness Munn, received in evidence.)

Q. I ask you to examine Board's Exhibit No. 29 for identification, and tell us what that is.

A. This is the Gross Receipts Reports of the Pennsylvania Greyhound Transit Company for the six months ending June 30,
27 1934; it is a certified copy over the signature of the Secretary of Revenue.

Q. And does that include the ratio of mileage within and without the Commonwealth of Pennsylvania operated by the registrant?

A. This also shows the ratio of mileage.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. No objection.

Chairman MADDEN. Let it be admitted.

(Board's Identification Exhibit No. 29, Witness Munn, received in evidence.)

Q. I ask you to examine Board's Exhibit No. 30 for identification, and state what that is.

A. This is a Gross Receipts Report filed by the Pennsylvania Greyhound Transit Company for the six months ending December 31, 1934; it is a certified copy over the signature of the Secretary of Revenue.

Q. With similar information as to the mileage operated?

A. It also contains the ratio of mileage.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. No objection.

Chairman MADDEN. Let it be admitted.

(Board's Identification Exhibit No. 30, Witness Munn, received in evidence.)

Q. I ask you to examine Board's Exhibit No. 31 for identification and state what that is.

28 A. This is the Gross Receipts Report filed by the Pennsylvania Greyhound Lines in Indiana, Inc., for the six months ending June 30, 1934; it is a copy certified by the Secretary of Revenue, and it shows the ratio of mileage of the routes lying within and without the Commonwealth.

Mr. WATTS. I offer it in evidence.
Mr. BOWEN. No objection.
Chairman MADDEN. It is admitted.
(Board's Identification Exhibit No. 31, Witness Munn, received in evidence.)
Q. I show you Board's Exhibit No. 32 for identification, and ask you to state what that is.
A. This is a Gross Receipts Report of the Pennsylvania Greyhound Transit Company for the six months ending December 31, 1934; it is a certified copy over the signature of the Secretary of Revenue, and contains the ratio of mileage operated within and without the state.
Q. You have here the originals of each of these documents, have you?
A. I have in my hand the originals from which those photostats were taken.
Q. Can you tell us as a matter of information whether or not the registrant company in each of these instances retained copies of these documents?
A. I should say the Secretary of Revenue always provides
29 duplicate copy for the office records of the company which files the report.
Mr. WATTS. I offer Board's Exhibit No. 32.
Mr. BOWEN. No objection.
Chairman MADDEN. It is admitted.
(Board's Identification Exhibit No. 32, Witness Munn, received in evidence.)
(No Cross Examination.)
CHESTER LEHMAN was sworn and testified as follows:
Direct examination:
Q. (By Mr. WATTS.) Where do you live, Mr. Lehman?
A. I live at 2818 Shadeland Avenue, North Side, in the City of Pittsburgh.
Q. What is your occupation?
A. I am an automotive electrician.
Q. Have you ever been employed as such an automotive electrician at the Pittsburgh Garage of the Greyhound Lines?
A. Yes, sir.
Q. Please state to the Board the length of time you have worked for the Greyhound Company or Companies.
A. I began work in the City of Chicago for the Motor Transit Management Company in May, 1928; left there the early part of November, 1928; returned again to the same place, the same garage, March 1, 1929; was transferred from the Chicago garage of the Motor Transit Management Company to the Pittsburgh garage
30 No. 14, located on the North Side in the City of Pittsburgh; began October, 1929, and continued thereon until I was discharged July 30, 1935.
Q. Will you state for the benefit of the Board the general nature of your work, without going into detail at this time? What is it?
A. You mean my particular type of work?
A. Yes.

Q. My particular type of work embodied the overhaul of the electric units that are used in the buses—starters, generators, the care of wiring, and other electrical parts.

Q. You are a specialized mechanic in that electric field, are you?

A. Yes, sir.

Q. Will you state now—give us the general idea of the physical characteristics of the garage here in Pittsburgh operated by the respondent.

Q. (By Chairman MADDEN.) Just where is that garage?

A. The garage is located at California and St. Ives Streets, on the North Side in Pittsburgh. It occupies an entire block between the streets of California and Kirkbride and St. Ives and St. Marks Streets. It is a one-story building, and is occupied entirely by the Pennsylvan.. Greyhound Company.

Q. (By Mr. WATTS.) Tell us in general what the interior arrangement of that building is which occupies the entire block.

31 A. On St. Ives Street, which is the west end of the building, there are four large electric doors for admittance of the buses, and as you enter the garage immediately on your arriving in the southwest corner we have a room we call the unit room, which is for building parts of the buses—units, motors, and so forth; then next we have a screened-in room called the stock room, wherein the parts and stock of parts is taken care of; then we have two small offices, one occupied by the Superintendent of Operations, and one by the shop clerk; and we continue up the floor, and we are approximately in the middle of the building on the south side, and we have six work pits, one of which is used for brake testing pits. These pits are for inspection and repair underneath the coaches. And as we continue on to the far end of the garage, which is the east end, we have a department where carburetors and fuel pumps are repaired and where cushions are removed from the coaches. Then we have a room all enclosed which is capable of holding one motor bus, where painting—spray painting—is done. Then we have an imaginary division known as the body shop, where the bodies are repaired. Also, the trimmers who repair the upholstery, tops, and so on—they have a department; and there is another room capable of being entirely enclosed where welding, both electric and gas welding, is done. As we continue upward toward the west end along the north side, we have a place where buses are stored preparatory

32 to being repaired, and after they are repaired we continue along and find a large enclosed room with a large vat where parts are steamed and cleaned before they are repaired. We also have a room known as the battery room wherein batteries are recharged, rebuilt, and built; and in the extreme northwestern corner of the garage there is a room known as the drivers' room. In other words, the drivers congregate there preparatory to going out on their runs, and after they come in from their runs they make their reports. There is found a trimmer shop, two small offices, one occupied by the assistant manager of maintenance, and one by the assistant superintendent of drivers. This room was also, and sometimes I think yet, used as a waiting room for passengers who want to board the buses on the North Side instead of going to the Terminal located at 1010 Liberty Avenue.

Q. During what hours of the day does this garage remain open?

A. This garage remains open twenty-four hours a day, 365 days a year.

Q. Will you give us the names of the company officials at the garage who have charge of the operation of the garage, so we may be familiar with their names as we later hear them?

A. First I think we have Mr. Carl Sprain, Assistant Manager of Maintenance. He is located in the drivers' room, has his office there; and also located there is Carl Bauer, Superintendent of drivers. We have also in the two small offices there immediately in the garage Mr. John Nyland, the Superintendent of Operations. Then we have three shop foremen. Their time is divided over the
33 twenty-four hours of the day—what we know as the day shift, which begins in the early morning, is taken care of by Mat Bremmier; following him usually is John O'Boyle, and the third is Paul Keast.

Now, approximately, to give us an idea only, how many men work there at the garage, Mr. Lehman?

A. Approximately ninety-five men.

Q. Is the work performed by those men divided in any way, or do they all do the same thing?

A. No, sir.

Q. Give us a little description of that.

A. No, sir; each worker does not do the same thing. We have a sort of a specialist system wherein, if a man is an electrician, he does only electrical work on the bus. A man may be known as a brakeman and repair and test the brakes. He may be known as a body man. There are some subdivisions of that. Some repair the bodies, some repair the trimming, and there are painters who do nothing but paint. And we have welders; their job is usually only welding. We have men who work what we call unit men, who build motors and nothing more. We have men who repair the transmissions and differentials. We have a machinist who grinds the cylinders and does such machine work. We have men who repair the batteries and radiators. Men who clean the coaches, wash the coaches, grease the coaches. Men who clean the parts
34 preparatory to their being repaired. In other words, nearly every man has a special job.

Q. Do you have employed there any men who function as road mechanics?

A. Yes, sir.

Q. What do they do?

A. He usually works in the shop until there is such a contingency as what we know as a road failure, wherein the bus is unable to proceed on its schedule. This road mechanic is dispatched from the Pittsburgh garage, if it is in our region, in a small pick-up truck, takes his tools and any parts he may have been notified he may need, and he proceeds to the destination of the coach that is laid up. Sometimes he takes another coach to replace the one which he is going out to repair or relieve.

Q. Now, Mr. Lehman, is the work performed at this garage that you have just described performed upon motor buses as they come into Pittsburgh and before they leave Pittsburgh—is it directed to their continued operation, or what is its purpose primarily?

A. Yes, sir; we do the work between schedules usually, unless it is too great a job and then the bus is pulled out of service; but ordinarily the work performed on the bus is performed while they are idle from their respective runs.

Q. And with the purpose of keeping the actual running schedules going?

A. Yes, sir.

35 Q. Keep the buses able and safe to go on those schedules. Is that right?

A. That is right.

Q. Is there any general routine which is followed when a bus comes into the garage which you could describe to us without too much detail but which would give us some idea of how a garage actually operates when a bus comes in from a run and is getting ready to go out on another run?

A. Yes, sir. A bus which has completed its run, for instance, well, the driver usually brings it and most usually parks it just outside these doors at the west end of the garage, and he takes his paraphernalia and goes into the garage, but he has left inside what is known as the driver's envelope, and while he has been en route any defects he might have found on the coach that might deteriorate from their safety and operating possibilities he jots that down, and that is left in the coach. Sometimes he drives them in the garage, if there is space to permit it. Usually what we know as the cleaner, the man who sweeps out the coach, goes out and gets it and brings it immediately inside one of these large electric doors where there is a space just about long enough for a coach. There the coach is swept out; sometimes the windows are cleaned, and the seat towels are changed. Then the coach is washed—ordinarily this is the procedure—and is driven immediately forward into what is known as the grease

36 pit. There the greaser performs the lubricating service, and what we know as the gas man—the man who replenishes the fuel in the tanks and oil in the motors—he uses this envelope which I have mentioned already, and he takes a large pad which is known as a service order pad, and he jots down the number of the respective coach that he took the envelope from, and these service orders are serially numbered—consecutively numbered—and he jots down what the driver reported in this envelope as defects of the coach. The coach, after having been gassed and greased, is driven off the grease rack, and the service order—the usual procedure is that either the foreman picks up the service order or the gas man takes it to him. The foreman now being ready, we will say, to repair this coach finds a man that he can put on the job, and he puts the service order in this man's hand, and this man goes and does his particular kind of work, and usually brings the service order back again; and then another man is dispatched for his particular type of work. Those jobs which are written thereon are covered and other defects covered at the gas inspection. Usually they are stamped when the tap is adjusted, and anything there is supposed to be repaired in a regular mileage schedule. The coach then, we will say, has been repaired enough to cover that which is written on the service order. The coach is then said to be ready for test, and a man who is known as a tester, and whose job it is usually to take the coach from the building, takes it out and does what we call road testing; and he in this

37 road testing is supposed to find such defects as the driver might have overlooked or can't be found in the shop where there isn't sufficient room to operate the coaches. The tester brings the coach back and reports to the foreman any other defects he might have found and writes it on the order or reports it to the foreman, and it is up to the formean to O. K. the coach for service. If it is O. K.'d it is said to be O. K. and is usually placed at the outside of these doors, and the driver comes to the garage to get the coach.

Q. And then it proceeds on its regular run whatever it may be for that particular coach?

A. That is right.

Q. Is there in vogue a certain system known as allocation system covering repairs to motor coaches owned and operated by these respondents?

A. Yes, sir. As I know "allocation" it is if the mechanic or employee in the garage—those coaches which we say are allocated to Pittsburgh are the coaches for which we are directly responsible to major service. In other words, we call them "our" coaches, and other coaches which are allocated to other points such as Washington, D. C., or New York, we know them as "their" coaches, and they are responsible for this major service.

Q. Now, then, those motor coaches which are allocated to the Pittsburgh garage for major service receive in this Pittsburgh garage everything other than such emergency repairs as may
38 have to be made elsewhere to get them back here?

A. That is right.

Q. Likewise, coaches allocated for major repair to another terminal point receive here in Pittsburgh only enough mechanical work to get them back there. Is that right?

A. That is right.

(Board's Exhibit No. 33 marked for identification.)

Q. Mr. Lehman, I show you Board's Exhibit 33 for identification, and ask you to state what that is.

A. This is a copy of the allocation sheet. This isn't the original copy; it is a copy I copied from the copy of an allocation sheet which was given to me by our clerk of the stock room, who is also sort of a stenographer and carries on certain other things besides keeping stock. This list, this allocation, was for my information as to those coaches which were "ours" or allocated to Pittsburgh, and thereby I was to do major service.

Q. Now, Mr. Lehman, let us get this straight. You received from the clerk of the company at the garage a copy of the list of coaches allocated to the Pittsburgh garage for major repairs. Is that right?

A. Yes, sir.

Q. What did you do with that physical piece of paper that you received?

A. It was typewritten and I took it and glued it in the top cover of my tool box so it would be handy that I could look at any
39 time I was repairing a particular unit from one of these coaches—to know it was our coach, or allocated to Pittsburgh.

Q. And Board Exhibit 33 for identification, which is the piece of paper bearing the numbers that I have before me, is a copy which you have made from that sheet which is now in your tool chest. Is that right?

A. It is.

Q. And these numbers which appear on Board's Exhibit 33 for identification refer to what?

A. They refer to the numbers of coaches.

Q. Each coach receives a number when it is acquired by the company?

A. Yes; it is identified by that number.

Mr. WATTS. I offer the list of numbers in evidence.

Mr. BOWEN. We have no objection to what it purports to show; whether or not it is an accurate statement I can't say.

Q. (By Mr. WATTS.) The original of this allocation sheet, as far as you know, is in the possession of the respondents?

A. Yes, sir.

Q. State whether or not the allocation sheet which is now numbered Board Exhibit 33 for identification is the one which was in effect immediately prior to your leaving the service of the company on July 30, 1935.

A. It is. That is how it happens to be in my tool box. I always replace the former with the one in vogue.

83 Mr. WATTS. I offer it in evidence.

Mr. CARMODY. "Leaving the service"—what does that term mean in this case?

Mr. WATTS. I am using that phrase to avoid or escape my friend's objection that I contemplate if I use the word "discharge." I shall lay a foundation upon which I hope to be able to use the word "discharged" very shortly.

Mr. BOWEN. We have no objection to the exhibit. We would like to be furnished copies so we can check it.

(Board's Identification Exhibit No. 33 received in evidence.)

Q. (By Mr. WATTS). Now, Mr. Lehman, after your employment in—when was it—1928?

A. Yes, sir.

Q. Did you receive a group insurance policy?

A. Yes, sir; I had a group insurance policy of the Metropolitan Company.

(Board's Exhibit No. 34, Witness Lehman, marked for identification.)

Q. I show you Board's Exhibit 34, and ask you if that is the policy which you received.

A. Yes, sir.

Mr. WATTS. I offer it in evidence.

(Board's Exhibit No. 34, Witness Lehman, for identification received in evidence.)

41 Mr. WATTS. I wish to read one excerpt. I call to the Board's attention Exhibit 34, being a group insurance policy, issued by the Metropolitan Life Insurance Company to "Chester Lehman, an employee of Greyhound Management Company, Inc., and/or subsidiary companies herein called the Employer."

Mr. BOWEN. What is the date?

Mr. WATTS. The date is January 15, 1931.

Mr. CARMODY. Is it still in effect?

Mr. WATTS. I will have evidence on that point, sir.

Q. (By Mr. WATTS.) Now, Mr. Lehman, in 1933 while you were employed at the Pittsburgh garage, did you participate in an elec-

tion process conducted for what was known as an Employees' Association of the Pennsylvania Greyhound Lines, Inc.?

A. Yes, sir; I did.

Q. Were you by any chance nominated for office in that process?

A. Yes, sir; I was.

Q. What were the offices which were being voted upon at that time?

A. It was for a committeeman for a representative to represent the shop. There were three divisions in that representation—the shop known as maintenance, and the drivers as operating, and the clerks as clerks; and in our department, which was mechanics, we are known as maintenance, and it was for a committeeman to represent the employees in the shop.

Q. Now, in brief, there were nominations and elections
42 for the offices which you have described conducted in 1933 here in Pittsburgh?

A. Yes, sir. At that time I was nominated and declined to run for committeeman.

Q. In 1934 was the same process repeated for nominations and elections in the same organization of Employees' Association of the Pennsylvania Greyhound Lines, Inc.?

A. Yes, sir; almost identical.

Q. Now, then, Mr. Lehman, did there come a time when you saw fit to join a labor organization other than the so-called Employees' Association?

A. Yes, sir; before the second election I saw fit to look about.

Q. When did you join such an organization?

A. I joined the Amalgamated Association of Electric Railway and Motor Bus Employees, Local No. 1063, May 28, 1935.

Q. And where were you when you joined that organization?

A. We had a meeting in a hall—I have forgotten what—some Democratic organization. We got the hall from them, and it was located on the corner of Columbus, or nearly the corner of Columbus and Beaver Avenue on the north side.

Q. Were there others there whom you observed to make out similar applications for membership in Local Division 1063?

A. Yes, sir.

Q. And were those others who were in attendance at that meeting all fellow employees at the Pittsburgh garage of these
43 respondents?

A. Yes, sir.

Q. When was the next meeting which was held of the Amalgamated Association, Local Division No. 1063?

A. It was on the following July 10th, and then there was one on July 11th, the following night, 1935.

Q. Did you attend the second meeting, the July 10th meeting?

A. I did.

Q. Did you see near or about that meeting place on that night any supervisory officers of these respondents?

A. I saw two.

Q. Who were they?

A. They were John Nyland and Carl Bauer.

Q. Mr. Nyland's position is what?

A. He is superintendent of the garage.

Q. And Mr. Bauer's position is what?

A. Superintendent of the drivers.

Q. And where were these gentlemen at the time of the meeting of the Local Division on July 10th of this year?

A. They were in a parked automobile about—just a short way in the same block on the same side of the street as our meeting in the hall.

Q. How far away from the entrance to the hall or meeting place of the Local Division were they when you saw them?

A. Approximately fifty yards, I would say.

44 Q. Did you speak to them on that occasion?

A. First John Nyland spoke to me and I answered them in return.

Q. Was there anyone with you when you saw these gentlemen?

A. There were four other men.

Q. Those were men who had been at the meeting along with you?

A. Yes, sir. It was just previous to the meeting, and we were getting ready to go up to the meeting.

Q. This was before the meeting as you were going in?

A. Yes, sir.

Q. Were there any obstructions of any kind which would have interfered with the vision of these gentlemen as they sat there watching the doorway of the meeting place?

A. Not any.

Q. Now, then, following the July 10th when you exchanged courtesies as you have described with Mr. Nyland, were you called into his presence?

A. On July 11th, which is the date following this meeting of July 10th, at noon, between twelve and one o'clock, during our lunch hour—it was about twelve forty-five—I was called by Mr. Nyland into his office. He said, "Come in here, Lehman, a minute."

Q. In what building was that?

A. It was in the garage. There were two offices, and I was sitting outside in the small office occupied by the clerk, passing the

45 time away, and Mr. Nyland was in his own office which is partioned from the first.

Q. What did he say to you?

A. Directly as I came in the door he said, "Well, Lehman, have you joined that union yet?" And I said, "What union do you mean?" He said, "You know what union I mean", and I knew what union he meant but I tried to be tactful and find out what he had to say about it. He said, "I mean that A. F. L. union." I said, "What makes you think I am interested in it?" He said, "Why, I saw you at the meeting last night." I said, "I thought I had a perfect right to go and see what it was all about because I am interested in anything that will better my condition as a worker." He said, "You know those outside unions will never do you any good. I will cite you the condition of the mills. They have never had anything but strikes and strikes since they have been members of the A. F. L. organization." He said, "I think you are a pretty level headed sort of a fellow and I want to know how you felt about it", and he said, "Don't listen to too much 'Bologne' you hear at the outside meetings." This lasted until the whistle blew, and I made a move to go

when the whistle blew at one o'clock to return to work, but he retained me and we talked for about a half hour of the Pennsylvania Association of Employees and about the union.

Q. So within twenty-four hours after having seen you outside the meeting place of the Local Division you had the conversation you have just described in the garage here?

46 A. That is right.

Q. On any following occasion did you have any conversation with any other supervisory officer of these respondents?

A. I tried at first to keep it hidden that I was a member of this Amalgamated Association and in some way the day foreman, whose name is Mat Bremmier, seemed to know, and then after I thought perhaps he might have got some definite information I didn't deny it, so he knew when he made this statement that I belonged to the union, because he said, "What are you going to do, you union fellows, when the shop closes down?"

Q. Can you give us the date approximately when this occurred?

A. That was approximately July 28th.

Q. In other words, the end of the month some time?

A. Yes, sir.

Q. Where did it occur?

A. It occurred at my bench while I was working in the afternoon of that day and about mid-afternoon I would say.

Q. What else was said after he asked this question you have just told us about?

A. I told him after he asked me this question—I said, "Well, the shop isn't going to close down." I said, "The Greyhound has too much business and they need me. I have been working here a long time and I know my job. They can't get along without men they need and they can't shut the shop down because they need to run these schedules and the Pittsburgh garage is important."

47 Q. What did he say to that?

A. Well, he studied a minute, and he said, "One thing I will tell you—you have got to get into your head the Greyhound isn't going to stop at anything. They have lots of money to see your union doesn't go over."

Q. (By Mr. Bowen.) What was that?

A. He said "The Greyhound has plenty of money and will stop at nothing to break your union."

Q. (By Mr. Watts.) Was there any other conversation?

A. I answered him, "The A. F. L. organization is an organization that is not without resources, and besides since July 5th we have had the Wagner law which I believe is a law which will protect us in our right to organize", and I said, "I will take a chance."

Q. Is that all that occurred that day in substance?

A. Yes, sir.

Q. On the 28th of July did you attend a shop meeting addressed by Mr. Nyland?

A. I did.

Q. What was the general subject of that shop meeting?

A. The general subject was based on some what he called seventeen road failures that had occurred since the first of July.

Q. Now, just so we will have it in mind, a road failure in your language means a bus which went out on its run had something happen to it and broke down?

48 A. That is right; either had to have assistance or couldn't finish its run.

Q. So that is what "road failure" is shorthand for?

A. That is right.

Q. And he had a list of seventeen of these occurrences?

A. Yes, sir.

Q. And he talked about those?

A. Yes, sir.

Q. Did he have any particular observations to make about them?

A. He had, I will say, three that I remember very vividly. One was there were two road failures that were attributed to shorts in headlight—dimmer switch—and he made haste to explain I had shown him one of the dimmer switches and they were defective, so we would have to blame that onto the dimmer switch.

Q. Are you referring to what he said about them—"that they were defective and we would have to blame them onto the dimmer switch"?

A. Yes, sir; words to that effect.

Q. (By Chairman MADDEN.) How did it happen if you knew they were defective and you pointed it out to him, why were they allowed to go out on the road?

A. This was after they had occurred. You see there was a physical defect in this dimmer switch, and after it was brought home my job particularly was to show up defects in the electrical equip-

49 ment that we might refer to the manufacturers as defects and it could be adjusted, and I showed them to him after the road failure had occurred.

Q. It was nothing which could have been discovered beforehand?

A. No, sir. Then, a good many of these road failures were attributed to breaking and defective connecting rods.

Q. (By Mr. WATTS.) Was that any one particular rod which often broke?

A. It was No. 2 rod usually.

Q. What did he say about that?

A. In general about the rods he said that the rods are all—they have been used a long time and they have to be inspected very carefully, and the method that was to be used, although he stressed it, that they were to be sprayed with zinc oxide, which is a method for detecting breaks in connecting rods; and he said if connecting rods were sent out for reconditioning—if they were relined—they were to be rechecked again, because they were so old they might show cracks. Another statement he made— these statements were all more or less based on the road failures—the type of road failures that occurred the most. He made mention of the fact they were trying to get rid of a particular type of valve and they were not getting it done very fast, that he would order this particular new type of valve we were changing to in larger quantities so the job might be hurried along.

Q. So that the seventeen road failures had increased the

50 breakage of valves with consequent damage?

A. Yes, sir; and rods also.

Q. These remarks, of course, were not made to you individually but to the shop men in meeting?

A. Yes, sir.

Q. Now, on July 30th, twenty days after the second meeting of the union—nineteen days after your conversation with Mr. Nyland—were you again called into the office?

A. Yes, sir. Just before three o'clock in the afternoon of July 30th Mr. Nyland came to my bench and said, "You are wanted in the office."

Q. And did you go to the office?

A. I went to the office with him.

Q. Who did you find there?

A. I found W. A. Duvall, the Manager of Maintenance, whose office I am sure is in Cleveland, in Mr. Nyland's office, which is the innermost of the two.

Q. Mr. Duvall, so far as you know, is the superior officer of Mr. Nyland?

A. That is right.

Q. He is one of the general supervising heads of the line?

A. That is right.

Q. Isn't often around here?

A. That is right; he isn't.

Q. So this gentleman was in the inner office when you went there?

51 A. That is right.

Q. Anyone with him?

A. No one was with him at the time I came in. Just outside the door was a Mr. Rosenberry, who has something to do with the paymaster's office, and the shop clerk but nobody was in the inner office of Mr. Nyland.

Q. You two were there alone. Is that right?

A. That is right.

Mr. CARMODY. What two were in there alone?

Mr. WATTS. Mr. Duvall and the witness.

Q. (Mr. CARMODY.) Mr. Nyland didn't go with you?

A. He went to the door and said, "Here is Lehman."

Q. He didn't go with you?

A. Not at that time.

Q. (By Mr. WATTS.) Now you are in the office with Mr. Duvall. Tell the Board what happened.

A. He said to me, "I guess you know what is going on." Well, I would have to reach a long way back to know what might be going on in anybody else's mind, and I said, "No." He said, "Well, there is too much trouble going on in this garage." I said, "Trouble?" He said, "Seventeen road failures in one month. That is far too many. The average over the entire system is only three." I said, "Yes, but these road failures are unpreventable." "No, they aren't."

He was reading from notes, and he said, "As you are the
52 youngest man in your department or your line of work and", he said, "we are going to move these major operations out of this city due to so many road failures; we are going to take them out of the city and re-allocate this work to other garages. We won't need you." I said, "What do you mean by that?" He said, "That means you will have to go." I said, "What does that mean? I am

fired?" He said, "Yes, you are fired." I said to him, "I am not responsible directly for any of these road failures. I only have been working on major service work, doing unit work on electrical equipment at the bench and none of these road failures are pertaining to any of the electrical equipment such as starters, generators, and what not." He said, "Well, as you are the youngest man you will have to go because we are taking that work out." I said, "I am not the youngest man." He said, "Yes, you are." He said, "Yes, you are." He said, "You are the youngest first-class man." I said, "Where do you base your seniority, if you are going to base the seniority as to when I was employed in Chicago by the Greyhound Company or in Pittsburgh?" He said, "Nobody said anything about what they based the seniority on." I said, "You admit I am not directly responsible for any of these road failures." I said, "Hasn't my work been of the best quality?" I said, "I know I have improved the type of work we have here. We have less road failures. We have times when generators go that are beyond our period of inspection, and hasn't my work been of the best?" I said, "When I was in
53 Chicago I was commended." He said, "Well, there is nothing the matter with your work." I said, "How about my department in the garage? Haven't I been taking orders from the superintendent? Have I been giving him any?" He said no and yes, that I had been doing what I was supposed to do but, "You will have to go." At this point Mr. Nyland entered the room and quickly I asked Mr. Nyland, I said, "Have you anything against my work? Hasn't my work been of the best?" I said, "You have never called me on any of my work not being of the best and you have commended me." He said, "There have been seventeen road failures and we have to move the major service out of this garage. You will have to go." But what I couldn't understand was, I had always been rated as an electrician, a unit electrician, or nearly always all the time I have been in Pittsburgh; yet just a few days before I was fired I was rated as a unit mechanic without any change whatever in my work, and I couldn't understand exactly how they were basing who was the youngest man. So Mr. Duvall said to Nyland, "Show this man outside. I don't want to have any argument with him." I said, "No, because you are not winning any of the arguments. I am right." He said, "Show this man out." I said, "Which means I am fired. Am I take my tools and turn in my tool checks?" He said, "Yes, turn in your tool checks; get your tools; get your time, and get off the property."

Q. (By Mr. CARMODY.) Who said that to you?

A. Mr. Duvall. And I then left and I said, "Gentlemen, we
54 will meet again some day on more equal terms."

Q. (By Mr. WATTS.) At the time of your discharge what was your pay rating?

A. I worked by the hour and my pay rate was seventy-seven cents per hour.

Q. For an eight hour day?

A. For an eight hour day; yes, sir.

Q. Have you been recalled to employment by the respondent since July 30th of this year?

A. I have not.

Q. Have you been anywhere gainfully employed since July 30th?

A. Only for a very short period of time.

Q. What are your total earnings that you have made since July 30th of this year?

A. $30.00.

Q. Do you know how your wage rate at the time of your discharge compared with the wage rate paid to other men doing similar work?

A. It was quite a bit larger than the average throughout the shop.

Q. And do you know how it compared with men working on electrical units?

A. In the shop?

Q. Yes.

A. I happened to be the only man who worked on electrical
55 units. There were other electricians but they did wiring and other work. They were all paid less than I was.

Q. So far as you know, at the time of your discharge you were the highest paid man?

A. That is right.

Q. Although Mr. Duvall told you you were the youngest man there?

A. That is right.

Q. (By Mr. SMITH.) I would like to ask just a few questions. Did you ask Mr. Nyland or Mr. Duvall for any explanation of why this shift was made from your classification of electrical mechanic to unit mechanic, if those are proper terms?

Mr. CARMODY. From electrician to mechanic.

A. Yes; from electrician to mechanic. I hadn't thought of it because my pay wasn't changed, and then another thing what would lead properly to that point: we had a reclassification, which was posted as of July 1st, and I promptly buttonholed Mr. Nyland for more money because the top rate for this unit room work which was paid—the limit that was to be paid was eighty cents, and I asked Mr. Nyland for additional money, and he promised it to me. He said he wouldn't give me the top rate because I wouldn't have anything further to shoot at. I said, "I think I have gone to the top. Nobody has ever had to push me along. I have always been ahead of the trouble—the bus trouble", and he said, "Well, I will give you a little." I didn't get it but I thought this change, I might
56 say, was something directed to get me that additional pay rate, so I said nothing about it. And when he told me I was the youngest first class man I also was a younger first class man than this unit mechanic. Therefore, if the employment was based as of my Pittsburgh employment, there were others older than myself—that is, the first class mechanics in the Pittsburgh room were all older than I was.

Q. (By Mr. SMITH.) The statement was you were the oldest in seniority among these unit mechanics.

A. Among the electricians. I was the only unit electrician. The rest were all apportioned about the other parts of the bus, and although as unit electrician I worked in this room with the unit mechanics—we were known as unit men—but after I was designated as unit mechanic my job or my duties didn't change one iota.

Q. (By Mr. CARMODY.) In other words, you continued to do the electrical work on units just as you had done theretofore?

A. Yes, sir.

Q. (By Mr. SMITH.) Had there been previous meetings to discuss those failures while you were employed there?

A. We had what were called shop service meetings, which never occurred on any particular Monday or Tuesday or anything, or even every month, but approximately every month and always before the road failures were posted on the board—not always I will say
57 but most always—and they were identified as of two types—preventable and non-preventable, but none of these road failures as posted were shown as to whether they were preventable or non-preventable, and although we had our own opinions they were all classed in his language at the meeting as preventable.

Q. How long a period were the road failures?

A. From the first of July until that date—the 28th of July.

Q. Was there any conversation among the men as to whether or not these road failures were preventable at this meeting?

A. Yes; there were so much conversation among the men that almost everybody had identically the same idea as I have, and I am giving you that nearly all of them were non-preventable and were mechanical defects of the buses.

Q. (By Mr. CARMODY.) When you say "non-preventable" do you mean non-preventable on the part of the men because they continued to use materials that were below standard and they had nothing to say about when new materials were to be substituted? Is that what you mean?

A. Well, something along that line. And another thing, there are defects that come up in a bus nobody can see from the outside, and probably if they had sufficient time they could analyze it more carefully, but under stress they would have to overlook it. In the case of the dimmer switch it would have to be taken down and all the men would have to do that alone; and we had certain types of tests to see if they were working, and that was more or less the
58 standard type test among the Greyhound. We were working under orders.

Q. (By Mr. SMITH.) You say there was some surprise expressed among the men that all these road failures were expressed as the preventable type?

A. Yes, sir.

Q. Was any expression of that made to Mr. Nyland at the meeting by the men?

A. I don't believe so.

Q. (By Chairman MADDEN.) You said he classed them all as preventable?

A. Yes, sir; I think he classed them all as preventable.

Q. Didn't you say a while ago that when he mentioned these light failures he immediately said they were defective switches and not your fault?

A. I did say that, sir; but as he read off the list he laid the seventeen road failures on our back and counted them as seventeen road failures, and then soft-pedaled a couple in that manner. In other words, there were seventeen bug-a-boo road failures placed before us, and then for what reason I don't know, although I do know these two dimmer switches were not preventable, he hastened to say that; but the big thing was that we were charged with

seventeen road failures, and it seemed to me as a threat of what happened on the 30th of July.

Q. Was that an unusual number of road failures?

A. Yes, sir, it was; except that before some of these road
59 failures were classed as non-preventable, and we were only charged with those classed as preventable.

Q. Then, when it was said that three was the average did that mean three road failures or three preventable road failures?

A. Well, I couldn't say. I challenge that statement but I have nothing to prove it. I challenged it when Mr. Duvall gave it to me that three road failures was the average.

Q. What would have been your observation? Did the men go out on the road—the road repair men go out on their trucks oftener than three times a month?

A. That is something we can't understand just exactly. The reports might be produced, but we sort of considered a good many of them as phantom, although they might have happened. We have nothing to actually prove it except the man lending help; and the type of road failures, such as breaking connecting rods and valves breaking and springs and other road failures in that type, in our minds were never classed as preventable before. They were classed as non-preventable because it is physically impossible for a man to say after a motor has gone several thousand miles, no matter how rigid a check was given it—after four thousand miles, we will say—that he could tell unless it was knocking considerably that there was anything the matter.

Q. Now, you evidently raised the objection on these dimmers. Did other men raise similar objections to Mr. Nyland in regard
60 to that type of work?

A. There were some objections made, I believe, but I don't recall. As I give you a general picture of this meeting, I more or less refer particularly to that which was in our own mind and, of course, the entire meeting, because a good bit—like the connecting rods being tested and the valves that were tested right near my bench, and the men who did it sometimes they would show cracks that were in the connecting rods, and I was interested.

Q. Was Mr. Duvall a frequent visitor to the garage?

A. I would say no.

Q. Did you ever have a conversation with him before?

A. Yes, sir.

Q. You mean before this visit he had talked with you? When did he talk with you?

A. Well, when I came back from having left—You see the Greyhound offices, as I understand it, were once in Chicago, located in Chicago in the garage building. Mr. Duvall was there and had somewhat the same job that he has now, and as I came back he was the man who talked to me when I was hired to the Greyhound—one of the men—and when I came back I went in to see him, and a time or two after that I talked to him. He would come around to the bench and bid us the time of day or something of that sort. I would ask him something about this or that or the other pertaining to the work.

61 Q. (By Mr. CARMODY.) Did they pay your expenses when you came from Chicago to Pittsburgh, or did you pay your own?

A. They paid my expenses. In fact, they allowed me nine hours or ten, but it was one day's shop pay for travel.

Q. That was equivalent to some sort of expense?

A. Yes, sir; and I was furnished a pass.

Cross-examination:

Q. (By Mr. BOWEN.) Mr. Lehman, in these conversations that you have just related that you had with Mr. Duvall, Mr. Duvall always treated you in a gentlemanly way?

A. Yes; I believe so.

Q. And you recognize Mr. Duvall as a high class, efficient head of the department that he was over, do you not?

A. I am not in any position to judge how efficient a man is over his department because he had a large job and I couldn't just judge how efficient a man would be.

Q. He was around your garage from time to time looking after his duties and supervising all these different garages?

A. Yes, sir; we respect him as such.

Q. Now, this garage that you have described quite minutely and apparently accurately was equipped for the purpose of turning out work with the latest type of machines it was possible to equip the garage with, wasn't it, for servicing buses?

A. I wouldn't say it was absolutely the latest type of equipment because there have been vast steps made even in my line of

62 work in testing electrical equipment.

Q. How long ago was that garage constructed?

A. We have been occupying it, I think, approximately a little over five years.

Q. Over five years, and at the time it was constructed it was newly equipped?

A. That is right.

Q. And at least at that time it had all modern equipment?

A. I would say yes.

Q. In your opinion is the garage adequately equipped to take care of the servicing of the buses?

A. Well, I couldn't say about that. I am not an automotive engineer.

Q. That is the purpose of having the garage equipped and having personnel there trained to take care of the service?

A. That is right, to take care of these buses that are in operation on these schedules.

Q. Now, the servicing of these buses you have described in part is when a bus comes into that garage it goes over a minute inspection, does it not?

A. Well, there are times—now, when our buses are under stress, when a great number of added coaches which we call extra coaches are put on in addition to the original coach schedule—when the buses are not minutely inspected when they come into the garage.

63 Q. You do not do major servicing on those buses?

A. No, sir; there isn't sufficient time.

Q. And those buses aren't of the same class you have listed as allocated to the garage?

A. Yes; they would come under those that were allocated to our garage, and the fact that under severe stress—in other words, added coaches to schedules—our own coaches wouldn't get a minute inspection. Some will be turned about with only a very, very minute inspection and started on their runs.

Q. Generally speaking, when these coaches come into the garage they are supposed to be inspected and go through a regular routine?

A. Yes.

Q. And they pass through the hands of every one of you workmen that are specialized in the different parts of the work?

A. I would say no they do not pass through these specialized workmen.

Q. You say when a bus comes in and has a report card on it that it has electrical equipment that should be looked after you wouldn't do that?

A. I do that but that isn't a minute inspection.

Mr. CARMODY. Maybe we are not agreed on the definition of the word "minute." The recent use of the word indicates to me you are not talking the same language. Let us define it and see if we are clear so the record will be clear.

64 Mr. BOWEN. I am not confining my language. If I can't make him understand, I will use some other language.

Mr. CARMODY. That is all right. I was just trying to be helpful.

Q. (By Mr. BOWEN.) When these come into your department and you get a card on a bus that there is some defect, perhaps, to electrical equipment, or something wrong with the electrical equipment, isn't it your duty to go into that?

A. That is right. We overhaul it.

Q. And isn't it also possible for you to determine that there are defective parts in that electrical equipment?

A. In some cases. If we get the type of inspection that I have in mind—my job was at a bench known as a unit bench; if a man brought me a differential, he could bring me that differential and I could overhaul it, and that man could overlook the cause of what, we will say, was a failure and I would never see it or wouldn't know anything of it.

Q. Generally speaking, aren't you well enough qualified in this work so when a defective piece of mechanism comes to you in the electrical field that you can determine it is defective?

A. My work didn't permit me to spend time to go out and look at all these parts.

Q. I am saying when a piece of work comes before you, aren't you well enough qualified so you can determine that there may be a defective piece of mechanism?

65 A. To some extent.

Q. And if such a thing passed through your hands and was observable and you failed to observe it, you wouldn't be classed as a first-class workman on that particular job?

A. That is right; if I handled it and let it go through, I wouldn't be at all first class.

Q. Now, so far as your relations with the company have been concerned, there has been no trouble between you up to the time you were laid off?

A. Well, I would say that I was partially satisfied with the job because I had to have a job, and I had to accept the wages as given.

Q. Did I understand you to say that you were the only one that was employed as this electrical unit mechanic?

A. In this particular garage. These units were sent in to me from outlying garages, such as Philadelphia, Washington, and so on.

Q. So in that regard you would be both the senior and the junior man in your rank?

A. Well, we are discussing my work and yet not my department. I was supposed—I have nothing to show for it, but I was supposed to be more or less in charge of my department, and I in this department did only this particular kind of work.

Q. (By Chairman MADDEN.) And you were the only one who did it in the whole shop?

66 A. Yes, sir; I was the only one in the whole shop except in cases of where I wasn't there or an extreme stress.

Q. You don't know how they got it done after you were discharged?

Mr. WATTS. If the Board please, I am going to prove that in a minute.

Q. (By Mr. BOWEN.) Mr. Lehman, you were aware of the bulletin board in the garage in which you were employed?

A. The bulletin board of what type?

Q. On which there were company notices posted?

A. Yes, sir, that is right.

Q. And you did know there was posted on that board a notice that has been there ever since the National Industrial Recovery Act was passed and the Motor Bus Industry went into the Code, which notified the employees, in effect, as to their rights under Section 7 (a) of the National Industrial Recovery Act, and that they had a right to join a union of their own choosing and be represented by any representative they may choose?

A. I saw that notice.

Q. Has any official ever denied you that privilege?

A. I am aware of the laws of the country, and I understand that the Supreme Court nullified the N. R. A., and I though it had no further use to me.

Q. There was never any notice by the company that they withdrew any such privilege after any decision of the Supreme Court?

67 Chairman MADDEN. Will that notice appear in evidence—that posted notice?

Mr. BOWEN. Yes, sir.

Q. Now, just when did these road failures begin to appear and be brought to the attention of the men in the garage?

A. We have always had road failures brought to our attention.

Q. You have just stated you never had the number you have had in this month of July?

A. That is something else. I will state we never had the number according to the list Mr. Nyland read.

Q. And this matter of the condition in that garage was taken up several times with the men, wasn't it, during the month of July?

A. Several times?

Q. Yes.

A. I would say no.

Q. Didn't you, in the middle of July, have this regular so-called safety meeting of all employees there?

A. I don't recall a safety meeting where there was anything mentioned about road failures.

Q. You testified you did have them frequently?

A. I did.

Q. In the month of July wasn't there one in the middle of the month?

A. I don't recall of more than one.

Q. Wasn't there a meeting which was held, which was one of
68 these regular meetings, held immediately following the 12th or 13th of the month when they had thirteen road failures develop in twelve days?

A. I believe there was something of that sort, but I don't recall fully.

Q. And at that time these foremen that attended that meeting—wasn't it discussed that unless this condition was corrected that this company was going to take means in order to take the work out of the Pittsburgh garage?

A. Might I have my own reservation in considering a statement of that sort?

Q. Yes, answer it your own way.

A. I considered that as leading up to what eventually happened on July 30th.

Q. But at least that was done, wasn't it, and all of these men were brought together and told about this condition in the Pittsburgh garage—the number of road failures that were developing?

A. We were always told something along that line. It has been several times that there have been road failures discussed, but we always had knowledge of whether—they were always posted and we had knowledge of whether they were preventable or nonpreventable, and also who was the driver, or who was the mechanic who might have picked up this disabled coach, so we could check him and find out what and why were these road
69 failures; but we didn't have the information at that time. He read the road failures, and in particular there was a road failure wherein a valve broke and the man drove the coach, according to Mr. Nyland's statements, forty miles after the valve broke and cut the motor in half, and I dare say nobody in there accepted that as a road failure that would be preventable—neither the valve nor what occurred later.

Q. Now, you described these as preventable and non-preventable. As a matter of fact, the company doesn't look on any road failure as not preventable, does it? A man may be excused at the failing but it isn't a non-preventable operation, is it?

A. Well, I think that they do look on some of them as non-preventable because of the fact that Mr. Nyland said that those rods were so old and had put in so much time that they should be rigidly inspected, but after they were inspected why should

the men that only worked on the outside of the coach be responsible for a rod that was inspected by a man on the motor coach and in charge of the entire garage.

If that coach was let go out with a rod that was warped and hadn't been prevented by replacing with a new rod, it wouldn't have been a non-preventable cause?

A. You wouldn't say in that term that any road failure was non-preventable, but if I may be permitted to state now—if you are going to lay the road failures on somebody who might be responsible for them, why wouldn't the motor man who inspected
70 these rods and put them in the motor—why wouldn't he be responsible?

Q. (By Chairman MADDEN.) What responsibility was identified there by Mr. Nyland? Did he say anyone in particular was responsible for any one of these failures?

A. No. He made it a group.

Q. And he didn't indicate there even what man had worked on the motor of the car?

A. No, sir; but automatically, if a man said an electric road failure and you were an electrician, that would mean the electrician.

Q. How many of these seventeen were electric road failures?

A. Two.

Q. And those Mr. Nyland, himself, explained away so far as you were concerned?

A. Yes, sir.

Q. So you couldn't by any possibility be regarded as responsible for any failure of the seventeen?

A. Also, I will add to that I had nothing to do with these dimmer switches; that was the duty of the two floor men, or three we will say.

Q. You testified Mr. Nyland said that?

A. Yes, sir.

Q. (By Mr. BOWEN.) What I am trying to bring out there may be an excusable cause for which the man who worked on the job
71 may be excused for the responsibility, but there is no such thing as we classify as non-preventable?

A. But Mr. Nyland didn't excuse anybody for these road failures. He put it upon the group of us as a whole.

Q. Now, Mr. Lehman, when a job passes through your hands there is a record card made of it, isn't there?

A. That is right.

Q. So that if there is some defect in your work that later develops in the operation of that vehicle, it is traced back to the fact you were the man who looked after that vehicle and failed to find out what it was?

A. That is right.

Q. And that applies to all these different departments?

A. That is right.

Q. And the only thing that we attempted to hold these men for was in turning out a job on which that showed you would be held for failure to tighten on a wheel or anything?

A. That is right.

Q. But as to the things that pass through your hands there is an absolute record card made, and it goes out under a rechecking?

A. That is right.

Q. So it is possible to determine who is responsible for certain defects?

A. That is right.

Q. Now, you had this meeting in the middle of July at which
72 this matter was gone over, did you not; then later again, toward the end of the month, another meeting, a special meeting, was called?

A. That is right.

Q. Concerning this condition prevailing in the Pittsburgh garage?

Mr. SMITH. May I interrupt to ask you is it your intent by your question to this witness about that meeting in the early part of the month to show there were thirteen road failures reported up to that time?

Mr. BOWEN. I am not sure whether that is right.

Mr. SMITH. And there were a total of seventeen, I believe it has been testified were reported at the end of the month?

Mr. BOWEN. Yes.

Q. You had never worked in a garage even in Pittsburgh at which that number of road failures had developed, had you, Mr. Lehman, during the month?

A. I will make reservations to that, because a good many times before, although I have nothing to prove it, there were road failures that were not posted of the same type, I believe, that are posted in that list of seventeen.

Q. Now, coming down toward the end of the month, there was another special meeting called, and who addressed that? Who was the superintendent?

A. You mean a shop meeting?

Q. Yes.

73 A. Mr. Nyland.

Q. Again this subject was taken up of road failures, was it not?

A. That is right.

Q. And again the proposition was taken up that unless they cleaned up this condition in the Pittsburgh garage it would be necessary to move some of this work out? Wasn't that brought to your attention?

A. That is right.

Q. And immediately the next day occurred a very serious accident on a bus that had passed through the Pittsburgh garage for service?

A. I don't know about that.

Q. You didn't know about the accident at Warren, Ohio, which sideswiped into two cars?

A. I only heard that was the condition. I couldn't say I know it.

Q. You knew that accident occurred immediately——

A. I was discharged the night before that accident occurred.

Chairman MADDEN. What was the cause of that?

Mr. BOWEN. We will put it in the record.

Q. And it was immediately following that accident that Mr. Duvall then came to this garage and began taking disciplinary action, wasn't it?

A. Yes, sir. Might I ask now if I was discharged for the accident in Warren, Ohio? The discipline you say is meted out to

74 the one who is particularly charged with bad work or poor inspection. Then the discipline would cover the accident in Ohio. Is that right?

Mr. BOWEN. If I may be permitted to answer the witness's question, I will say the records in this case don't show the man was discharged. It shows he was furloughed or laid off.

Mr. CARMODY. The record up to this point doesn't show that.

Mr. BOWEN. I am saying our records.

(Whereupon at 1:45 p. m., a recess was taken until 2 p. m.)

AFTERNOON SESSION

CHESTER LEHMAN resumes the stand.

Cross examination—Continued.

Q. (By Mr. BOWEN) Mr. Lehman, on this meeting that you referred to that was held at the Democratic hall, there were large numbers of garage employees attended that, did they not?

A. That is right.

Q. And there were also a large number of those employees that belonged to this Amalgamated Union? Do you know?

A. Yes; there were a large number joined at that meeting.

Q. And there still are a large number of members of that union that are employed at the Greyhound garage?

A. Yes, sir.

Q. Now, this work that you did; you worked upon generators, didn't you?

75 A. Well, all electric units; they consist of generators, starters, voltage, regulators, headlight assemblies, wiring assemblies and what not.

Q. Weren't you principally an expert on generators?

A. Well, you can't exactly say generators, because the generator is only the power factor of the whole thing.

Q. I will put it this way; you were the only man who worked on generators from the electrical angle?

A. In case of stress where I couldn't be there or there would be an additional unit, or in other words a special unit of that sort, another man could work on it; other than that I was the man.

Q. That is, unless the work got so burdensome, you were the man who looked after generators practically exclusively?

A. Yes, sir.

Q. Now, you state that in 1933 that you participated in the formation of the Employees' Association of the Greyhound Lines, Inc.?

A. Yes, sir. I believe you can call it that.

Q. And you participated in subsequent elections for electing the committeemen?

A. That is right.

Q. What was the last one that you did participate in?

A. 1934.

Q. So that you participated in all the elections in that Association for representative committeemen during the time the

76 elections were held and you were employed by the company?

A. That is right.

Q. The election for 1935, as I understand it, wasn't held until after you were laid off.

A. That is right—until I was discharged.
Q. Did you participate in that 1935 election?
A. No, sir; I would not have.
Q. So the 1934 one was the only one that you did—the last one, I mean?
A. The last one; that is right.
Q. Now, did you ever inform any official of the Greyhound Lines that you belonged to this Local of the Amalgamated?
A. Well, I didn't directly inform them, but they informed me that I did. At least I have testified that Mat Bremmier, the day foreman, told me. In my testimony I made it, I believe, plain that he knew of it, yet I didn't tell him.
Q. But you have not informed any other official that you did belong to it?
A. No; I haven't.
Q. And so far as you know, outside of Mr. Bremmier, you have no knowledge that any of them knew you belonged to it?
A. Mr. Nyland, in asking me if I had belonged to it, wanted to know, and I believe he drew his own conclusions from what was stated, because I told him at the time that I believed a Union
77 would be one of the best things that ever could occur to our garage, both for the operators and the employees.
Q. And that was your belief, of course?
A. Yes, sir.
Q. And you had a right to that belief.
A. Yes, sir.
Q. Now, did you ever inform the company that this Local of the Amalgamated Union, or any of its officials, were to represent you in your collective bargaining with the Greyhound Company?
A. On the day that I was discharged and when I was in the office of Mr. Nyland, and Mr. Duvall and I were in there together, I told him after it seemed to me that there was no use in bothering my head anymore that I might as well discuss the Union with him, and I said, "You probably have thought that due to the fact I have been employed by this company for quite a long while and have discharged my duty in the best way I know possible that you have some doubts that I might have joined the Union, but I will make it plain to you now that I believe I am being discharged because of Union activities", and I told him I have the card right here in my pocket.
Q. So you told them then that you did belong to the Union?
A. That is right.
Q. That was the first time you have ever informed any official of the company that you did belong to the Union?
A. That is right. In other words, I tried to keep it a secret.
Q. Now, did you inform them that the Union—that is the
78 Local of the Amalgamated—was the one that was to represent you in your negotiations with the company?
A. I believe that anyone having read the Wagner Act as it was published in the Press would understand or get the idea that we had a right to representatives of our own choosing, and we had chosen; but our discharge occurred before we had any chance to get the machinery of this Union going, but it was in the act of

forming. We had joined and done the part that we felt was the first step.

Q. And, as you stated I think before noon, there was posted in this garage a notice to the effect that you did have a right to have anyone represent you that you chose, was there not?

A. Well, I couldn't say that that notice was posted at the time or during the year of 1935. I couldn't say, although it is possible.

Q. You have seen that notice posted?

A. We knew earlier, when the N. R. A. as I see it was in effect.

Q. You have answered my question by stating it was taken for granted that anybody did have the right to represent you, which we admit. The question is, did you notify any of these officials of the company that the Union was going to represent you instead of your representing yourself?

A. When one chooses a representative to represent them I believe that he would naturally go on to allow these men to represent him instead of going sort of as you might say over their head and
122 making any statements of his own. I have already chosen.

Q. That may be so, but the question is did you notify any official of the company that the Amalgamated Union was to represent you?

A. I have already said that I didn't; that I took it for granted that it was understood that I had a right to choose someone to represent me, and it seemed to me like through methods of their own they had already found that out, because the shop foreman telling me, "What are you going to do when the plant shuts down," and so on, and he is a boss or someone that I am subservient to in that garage. If he knew it, why wouldn't all those men know it, and there wouldn't be any use in my going and make a direct statement and seeing each one separate and explaining that I belonged to the Union when I feared that something might happen to the men.

Chairman MADDEN. There is no ground for complaint here in regard to bargaining collectively?

Mr. WATTS. There is not.

Mr. BOWEN. No; but the question also occurs in this case, Mr. Chairman, of the company being in position to know who was representative, bearing on the proposition of their knowledge of belonging to the Union. I would like to have the question answered.

Q. Your answer then is that you did not directly say to any official of the company that the Union was representing you?

80 A. No, sir. One reason I will advance——

Q. That is enough. That answers the question. Now, you were familiar with the rules and regulations that govern the the Employees' Association of the Greyhound Lines?

A. Well, to some extent; yes.

Q. And you knew that under those rules and regulations that you had an opportunity to present in the regular course any complaint that you might have had that you were laid off in violation of the rules?

A. I will still have to answer that I believed that the N. R. A. and all its machinery was null and void, because I had noticed in the Press and had been told that the Supreme Court had set aside the entire machinery of the N. R. A., that it was null and void; so

having that thought in mind, I didn't see that I would be anything but foolish to go about anything that I thought had no use to me.

Q. You may have a different idea to what the lawyers think. You did know that there was open to you under these rules and regulations if you desired to make a presentation that would come up to the officials of the company claiming that you had been discriminated against in your lay-off?

A. It is off with the old and on with the new with me. I figured that the Wagner law was now added to the weapon that I would have, or the method to go about in dealing with my employer.

Q. Well, you never did make a complaint to the company,
81 did you that you were discriminated against in the matter of your lay-off?

A. I had already chosen my representative as the Amalgamated, and I made my complaint to them; they representing me, would necessarily, as I see it, be obligated to make my complaint.

Q. Do you know whether they ever made a complaint to the company?

A. Well, I believe they did.

Q. But you don't know so?

A. Well, isn't this meeting directly concerned with the complaint?

Q. I am saying to the company.

A. I will have to say no, I don't know for sure as a fact would be a fact.

Q. If you claim that your seniority rights were violated, the rules and regulations applying to the shop for maintenance provided a hearing for you, did they not?

A. I would have to say that I don't understand the seniority as it is applied in the Greyhound. I asked Mr. Duvall the day I was discharged if my seniority was as of the date I hired to the Greyhound Company, as I know it, in Chicago, or as of the date that I was later transferred to Pittsburgh, and he said there has been no—"I am not saying", I believe were the words, "what your seniority is based on", and I contested his right to call me the youngest man of my particular department, and he said, "You are the
82 youngest first class man." He described me as a first class man, and the doubt in my mind was then, am I an electrician or by my classification am I a mechanic. That is the part I couldn't understand. Now, I was not the youngest first class electrician until the reclassification as of July 1st, because we were more or less in the same class except for the distinction in wages, and I don't understand yet why I was classed as a unit mechanic, which would have some effect on my seniority because I would be the very youngest unit mechanic; but my work changed not one iota.

Q. (By Chairman MADDEN.) When you said you would be the youngest unit mechanic you mean because you had just been made one a short time before, or that the men who were unit mechanics actually worked for the company longer than you had?

A. I am not sure whether one of these men had worked longer for the company than I had.

Q. You think all but one had?

A. He had been a unit mechanic for a long time.

Q. Well, do you think all except this possible one had more time with the company than you had?

A. If, as I said before, the seniority is based as of my first employment in Chicago, one other had.

Q. You mean one other older than you or younger.

A. He worked in Chicago before I did, but he was transferred to Pittsburgh later than I was.

Q. If counted then from Chicago, you were the oldest but
83 one even of the unit mechanics?

A. Yes, sir.

Q. Now, counting it from Pittsburgh, what?

A. Oldest but one.

Q. Even of the unit mechanics?

A. Yes, sir.

Q. So you would be junior only on the theory that you had just become a unit mechanic a couple of weeks or a short time before?

A. That is right; just a short time—July 1st.

Q. (By Mr. Bowen.) How many unit mechanics are there?

A. There are three first class unit mechanics; one of them is the foreman.

Q. Weren't there only two there while you were there?

A. There was Mr. Kullander, who is considered as unit mechanic, who is the boss of the department, and there is Herbie Adams who is a unit mechanic; there are others but they are considered as helpers.

Kullander doesn't do electrical work, does he?

A. Neither did I do unit mechanical work. I had my description of my type of work changed, but my work didn't change at all. That I couldn't understand, and was given no explanation.

Q. Well, Mr. Lehman, you don't know now whether or not you were laid off as lowest man of the electrical or mechanical?

A. If I hadn't been changed to the unit department and there hadn't been a reclassification as of July 1st, on the way
84 we men take it in the shop as to seniority I was classed as a first class electrician; also was Mr. Beining who worked with me classed as a first class electrician—in fact we had no other first class electricians; but if my seniority is considered as of my employment first with the Greyhound in Chicago, I would have been an older man than Mr. Beining, but if it is figured in Pittsburgh, then I would have been a younger man than Mr. Beining.

Q. Well, you did know that if there was any complaint on your part that you had been discriminated against because your seniority rights had not been preserved in accordance with the rules and regulations relating to shop men, that you had a method for bringing it up for determination between the Employees' Association and the management, did you not?

A. I still state that I figured that the N. R. A. and all its machinery was extinct.

Q. I am asking you whether or not you didn't know that you had, under the rules and regulations of the Employees' Association——

A. I thought I did not have, and I could cite specific instances of where things were brought up to our committeemen and there was nothing done about the specific question.

Q. Well, you didn't make the complaint, did you?

A. I didn't make the complaint, as I have said, because I figured that the N. R. A. and its machinery could no longer represent me, and I thought the Wagner law was what I would be working under; that is the law that would determine my rights for choosing a representative.

Q. (By Chairman MADDEN.) You knew that there was this Employees' Association?

A. Yes, sir.

Q. You knew that it did have some sort of machinery for taking care of complaints—presenting complaints—and you did not present your complaint to it?

A. No.

Q. (By Mr. CARMODY.) I would like to ask one more question, if I may. Were you a member of this Employees' Association at the time of your dismissal or furlough or lay-off or discharge, or whatever it is claimed to be?

A. I don't know exactly what would be considered a member of the Association.

Q. Well, how recently had you paid dues in the organization?

A. There were no dues.

Q. How did you know when you became a member?

A. This notice was posted—I believe I will say it in my own words—that the Greyhound had secured a code from the N. R. A. Board and that we were to go ahead and set up an Employees' Association to choose a representative.

Q. Did you ask to have such an organization formed to represent you?

A. Yes, sir.

Q. Do you have anywhere a record of the rules and regulations of that Association?

A. I don't.

Q. Are they available?

Mr. WATTS. If the Board please, I am prepared to prove the entire detail of the organization and operation of the Employees' Association.

Mr. CARMODY. Somewhere along here I am interested to see the rules and regulations before we get too far into this. If witnesses are going to testify how they perform under the rules and regulations, I should like to have before me what the rules and regulations are, and if they are available I should like to see a copy. Can they be made available?

Mr. WATTS. I have a copy.

Mr. BOWEN. I intend to put them in but I would like to put in my case in my own order; if the other side wants to put them in, I have no objection.

Mr. CARMODY. I think it isn't unfair for this Board to ask to have before it the rules and regulations upon which you are questioning the witness.

Mr. BOWEN. I would be glad to supply them and have them introduced later.

Q. (By Mr. Smith.) I would like to ask one more question on the matter of this presentation of this grievance through the

Employees' Plan. Did you know who your committee's representative was?

87 A. Yes, sir.

Q. Were grievances customarily brought up before this committeeman?

A. Yes, sir. I have forgotten the date, but I will say for convenience the first Monday in every month we had meetings, but we had given up hopes of this Employees' Association doing us any good, and it had almost lapsed to nothing.

Q. From when had it lapsed to nothing?

A. Well, it has been a considerable time that we have been searching for an outside union—long before the Wagner law—a year ago, a year to the date from the time I was discharged from the Greyhound we sought to find an outside union because we thought the machinery of the Employees' Association of no value to us.

Q. Do you know of any cases where employees in the garage sought reinstatement either for a furlough or lay-off by representations through this Plan?

A. Not offhand I don't.

Q. (By Mr. BOWEN.) You understood, Mr. Lehman, that these rules and regulations by the Maintenance Department provided that in case of reduction in forces the men should be laid off in reverse order of their seniority?

A. Yes.

Q. That is, the man at the bottom of the list should be laid off first?

88 A. Yes; I understood that, but I never did understand where a man's seniority was based from just exactly.

Q. And you also understood that when it came to putting men back that man that was first laid off was the first man back?

Chairman MADDEN. Did you mean that?

Mr. BOWEN. I am taking his case where he was the only man in the department.

A. Could I have taken a unit mechanic's job, or could I have taken a unit electrician's job? Which of those would I have called for? If they had called me for a unit mechanic or unit electrician, I don't understand exactly what department I might have been in. I was in the department of unit electrician for a number of years, and by what I think was manipulation I was changed without changing my work in any way, and I had a right to contest it but I was given no answer to why. I thought it was because I asked my superintendent for a raise and by putting me in this department I would be allowed additional money, but I didn't get it. One pay day went by and I didn't get it, and when I was paid off at the time of my discharge I didn't get that additional rate; so I was at a loss to know why I was changed to this unit mechanic department.

Q. I am sorry I can't answer the question, but I will endeavor before the case is over to put in evidence that may clear your mind as to the situation. You did, however, receive a raise in pay shortly before you were laid off?

89 A. I did not.

Q. Didn't you receive a general increase of five per cent?

A. There wasn't a general increase of five per cent. In my own case I received seventy-seven cents per hour before the reclassifica-

tion as of July 1st, and I was paid off the day I was discharged at seventy-seven cents an hour.

Q. You had prior to that received less than that during the time all employees took cuts during the depression period?

A. I am talking about the raise I solicited from the man the day the new classification was posted which changed somewhat the classification of the men. There were some men that were taken, I believe, from first class and put into second class, and there were men from the second class into the first class. That would have considerable bearing on seniority.

Q. You did understand there was a general increase of five per cent given to all employees a short time before you went off?

A. Will you state the date, please?

Q. The first of July.

A. Of 1935?

Q. Yes.

A. It isn't true. I didn't get a raise.

Q. I am not asking you whether you got a raise. It related to certain classifications.

A. If I am to answer a question——

Mr. WATTS. There are two questions have been asked this
90 witness, and I ask that they be clarified. One is as to a general raise, and now counsel is switching to some particular raise. Let us get it straight.

Mr. BOWEN. I don't know as it is particularly pertinent at this time. We will put it in.

Q. In this last election in which you participated, which was the last election and was held during the time you were working at the Pittsburgh garage, that election was for the purpose of designating committeemen or representatives of the Employees' Association?

A. That is right.

Q. And you voted?

A. Yes, sir.

Q. And you never notified the company that you had any other representative than the one that you voted for then?

A. In this set-up—I didn't. In this set-up there were three men. We had the right to vote for one, which was to represent the shop. There was also a representative to represent the clerks; also one to represent the operators, which are the drivers. Of these three men was chosen one as a chairman. He was the representative of the drivers. So he represented all of us as chairman. He was discharged from the company's employ, and I believe that anyone would ordinarily think that the channel for making complaints had been stopped.

Q. There was an election thereafter held to replace him,
91 wasn't there?

A. I was discharged after this Mr. Davidson was discharged and before there was another election held.

Q. And Mr. Davidson is the one that is at the head of your Amalgamated Union now? It is the same Mr. Davidson that was general chairman of the Employees' Association. Is that right?

A. I believe so.

Q. Now, as to the conditions in Pittsburgh garage. Was your attention called, or to your knowledge was the attention of the rest

of the employees in that garage called during the forepart or middle part of July about the matter of the men congregating around and not attending to their work—engaging in talking in the toilets, gahging up?

A. I remember in the shop meeting where such things are discussed—that is, safety is discussed, personnel and other things, discipline for this or that or the other—that Mr. Nyland made reference to the fact that there was too much outside interest exerting some influence on us, but other than that I heard nothing about it.

Q. Didn't he call your attention to the fact that this proposition of loafing around the shop while the men were supposed to be at work, and carrying on a conversation, must be stopped?

A. As I remember, he merely called attention to our outside interests, and I feel after I have discharged my duty in the right
92 manner after I leave and go home Mr. Nyland or anybody that hasn't to do with the law has nothing to say with what I do.

Q. I am talking about what took place in the shop. Wasn't that the condition that prevailed in the shop during the month of July that the men were spending their time getting together and talking and congregating in the toilets when they should be at work, and it was called to your attention that that might be the cause of the road failure going out?

A. No.

Q. That wasn't called to your attention?

A. No.

Q. Well, as a matter of fact, weren't they doing that?

A. I would say no.

Q. Now, you state that this general chairman who had been discharged and later was instrumental in organizing the Local of the Amalgamated, that he was discharged and therefore you didn't have anybody to appeal to because there hadn't been an election held. As a matter of fact, wasn't that election held to fill that vacancy on the 7th and 8th of June 1935?

A. Well, this man that was elected to fill that vacancy really wouldn't be the chairman until he was chosen the chairman, and our committeeman was, I will say, transferred temporarily to other points outside the garage where we would have to pay transportation to go and see him and confer with our direct committeeman.

93 Q. At the time you were discharged there was a man acting in the place of Mr. Davidson who had been—the new man who had been elected to his place by a regularly held election?

A. He wasn't the chairman and actually wouldn't have anything——

Q. He was the man who filled whatever position Mr. Davidson had?

A. That is right.

Q. (By Chairman MADDEN.) Do you mean that? He became committeeman which Mr. Davidson had been, but the committee hadn't elected a chairman?

A. That is right.

Q. Now, do you know that?

A. I don't know that, but I feel pretty sure of it.

Chairman MADDEN. Does anyone here know what the facts were about that?

Mr. SUNDSTROM. I don't know just when the general chairman was elected. The man who took Davidson's place—the election was held June 7th and 8th.

Chairman MADDEN. That was a committeeman?

Mr. SUNDSTROM. As committeeman. Later on—just how late I don't know—the representative from the Indianapolis region was chosen as chairman. However, the man who then represented the maintenance people in the Pittsburgh garage was either in or near Pittsburg during the entire period to the best of my knowledge.

Chairman MADDEN. What do you mean "near"? Where
94 would he have been?

Mr. SUNDSTROM. As I understand, he was transferred for some temporary work either at Columbus, Ohio——

Mr. BOWEN. Let us get this out of the record.

(Discussion off the record.)

Mr. SMITH. Mr. Bowen, I don't know just what your line of questioning is getting at, but whether or not Mr. Lehman did make use of the machinery through the Employees' Association to present his complaint regarding his furlough or discharge actually has nothing to do with the fact of whether or not he was discharged because of union activity or affiliation.

Mr. BOWEN. As I stated, this man is not discharged.

Mr. WATTS. I object to that appearing in the record as the gratuitous statement of counsel. There is evidence in here he was discharged. If counsel wants to testify, I will be delighted to cross examine him.

Mr. SMITH. That is immaterial in respect to my question. I ask it again in order to find out the line of this questioning and possibly save all sides and the Board some time. I say whether or not Mr. Lehman did make use of the machinery of the Employees' Representation Plan in order to secure his status back with the company or complain about his furlough or discharge, whatever it may be, hasn't in itself anything to do with the fact with which the Board is interested of whether or not he was discharged because of his union affiliations.

95 Mr. BOWEN. I think you are right. The only thing I am trying to clear up is that this man was complaining because he might have been transferred and his seniority rights not preserved. The other side brought it in. I was trying to show there was a remedy for that if he thought that might have occurred.

(Witness excused.)

F. W. BEINING was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Beining?
A. 40 Montclair Avenue, Westview.
Q. What is your occupation?
A. I do electric work for the Greyhound Line.
Q. You work in the Pittsburgh garage here, don't you?
A. Yes, sir.
Q. And are still working there?
A. Yes, sir.
Q. How long have you worked there?

A. I have been working for the Greyhound Lines six years the second day of July.

Q. Of this year?

A. Of this year—six years.

Q. Now, then, you used to work in the same general department with Mr. Lehman who has just testified on electrical work?

A. In a way; yes.

96 Q. And up to the time that Mr. Lehman was discharged on the 30th of July did you do the kind of work that he did?

A. I did.

Q. And was that done only at times when he wasn't there? Mr. Lehman had a special job there, didn't he?

A. Yes, sir.

Q. While he was there he did that job except when he was sick or away or something like that, or when there was a rush of work?

A. Yes, sir.

Q. And then you would step in and do his work. Is that right?

A. That is correct.

Q. But as a general rule he did his own work?

A. Yes, sir.

Q. After the 30th of July who did the work Mr. Lehman had done up to then?

A. I practically done it myself.

Q. You did it?

A. Yes, sir.

Q. And did you have any conversation with any official of the company about wondering whether you would be able to do it because of your eyesight?

A. I told Mr. Nyland—I said when he come and told me to work on the bench, and I said that I am just not so familiar with the bench work, but he said, "You go ahead and do it and take
97 your time; get along with it." I told him it was a young man's job. That is what I said to Mr. Nyland.

Q. Did he tell you they would be glad to overlook a few difficulties?

A. No, sir.

Q. But for you to do the best you could and take your time at it?

A. He did.

Q. Did you try to get a leave of absence or vacation after Mr. Lehman left?

A. Well, some time after that, yes. I was almost a physical wreck for a while, and I asked Mr. Nyland to leave me off to take a trip down to the Lakes.

Q. Who was doing this electrical work then? There was yourself. Anybody else?

A. Mr. Keyser does the work at night, and my son was the assistant on the floor helping.

Q. That is, your son does now what you used to do when Mr. Lehman was there. Is that what you mean?

A. Well, not all of it; a good bit of it.

Q. You tried to get away for a vacation?

A. Yes.

Q. What were you told?

A. He told me he would let me know the next day.

Q. What did he tell you the next day?

98 A. He said they were busy and to see if I couldn't put it off to a later date, a holiday was coming on, and he would let me know later. I have never approached him since on account of the Lake Shore is closing up and I never asked him again.

Cross-examination:

Q. (By Mr. BOWEN.) You did know, Mr. Beining, there was part of that work taken out of the Pittsburgh garage and moved to Chicago?

A. I understood so; yes, sir.

Q. So that the work at the Pittsburgh garage of that character was reduced by the number of miles that were thrown over into the Chicago garage. Is that so?

A. It may be so but I couldn't say. I had sufficient work on the bench and on the floor and in the body shop. I was going all the time.

Q. You did know part of this work Mr. Lehman had done on the Chicago coaches was transferred to Chicago?

A. They told me that; yes.

Mr. CARMODY. On that transfer of work I wonder if this clause in this agreement—I can't tell which is which because there are several documents with different dates on it—some marked "Revised" and some not. This is headed, "Pennsylvania Greyhound Lines. Regulations for the Government of Employees in the Maintenance Department", and under the regulation for seniority I read:

99 "When work is transferred from one seniority point to another employees thereby displaced may exercise their seniority at the point to which the work is transferred to the extent that the force is increased to care for the increased work." I wonder if there is any evidence that the work was increased anywhere or whether it was transferred into idle plants.

Mr. BOWEN. We will have evidence of that.

Mr. CARMODY. I wonder whether that seniority clause operates in this case.

Mr. BOWEN. That evidence will be furnished by us.

(Witness excused.)

Mr. WATTS. I now offer in evidence a document entitled "Interoffice correspondence", signed W. A. Duvall, dated October 15, 1935, and I offer particularly that page of the compilation headed "Pittsburgh Coach Maintenance Allocation October 1935."

Mr. BOWEN. It is apparently the regular form, but I would like to check it.

Chairman MADDEN. It may be admitted.

(Board's Exhibit No. 35 was received in evidence.)

LESTER R. MOBERLY was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Moberly?

A. At the present time I live at 79 Kendall Avenue, Bellevue.

Q. You are here pursuant to subpoena of this Board?

A. I am.

Q. Brought here from Michigan, were you not?

100 A. I have.

Q. Were you ever employed by these respondent companies?
A. I have.
Q. When were you hired?
A. Two years ago September.
Q. Who hired you?
A. Mr. Nyland.
Q. What is your particular occupation?
A. Body repair man.
Q. And you worked at the Pittsburgh garage, which you have heard described here today by Mr. Lehman?
A. I did.
Q. Did there come a time when you joined Local Division No. 1063 of the Amalgamated Association?
A. There was.
Q. When was that?
A. 28th of May, 1935.
Q. And did you attend a meeting of the local division on that day?
A. I did.
Q. Here in Pittsburgh?
A. Yes, sir.
Q. Did you also attend other meetings that it held?
A. I did.
Q. Did you particularly attend the July 10th meeting?
101 A. I did.
Q. Now, as you arrived at the meeting place on July 10th, did you see in, near, or about that meeting place any of the supervisors of the company?
A. I did.
Q. Who did you see there?
A. Mr. Nyland and Mr. Bauer.
Q. How near were they to the entrance?
A. Not over fifty feet.
Q. Could you see them clearly—plainly?
A. Absolutely.
Q. Now, after that evening when you passed these gentlemen on your way to the meeting were you called in?
A. I was.
Q. Who called you into his office?
A. Mr. Nyland.
Q. The office of the garage?
A. Yes, sir.
Q. Do you know when that was?
A. Why, I couldn't say just exactly what day. It was shortly after that meeting though.
Q. Now, then, what did he say? What did you say? Tell us what happened.
A. Well, Mr. Sprain was in there. I went in and stood there talking. Mr. Sprain said, "Where did you work before you
102 came here?" I said, "Yellow Coach." He says, "How much money did you make?" I told him. He said, "Did you make more than you make here?" I said I did. He said, "Did you work steadier than you work here?" I said, "No; at times I did and times I didn't." He said, "I hear you are dissatisfied with your

job. What is the matter? You are going around grumbling at the other fellows around here and trying to get them dissatisfied." He said, "You are attending outside meetings, letting that interfere with your work." He said, "We are running a bus company here and we intend to keep on running a bus company. We are not going to have anything interfere with it." He said, "And all you fellows that are dissatisfied with the way we are running the company can get out." I said, "Well, I am satisfied. I think what I do on my own time—if I want to go to other meetings, that is my own business." He said, "Yes, you have that privilege but we have made a survey of all the large bus companies and trucking concerns throughout the country, and we find we pay the largest salaries of any company in the country." And he says, "If you have got anything on your chest, get it off your chest now. If you haven't, go on out in the shop and keep your nose clean and keep out of other people's business."

Q. Were you asked any questions about who might be at the head of these activities?

A. Yes.

Q. Who asked you that?

103 A. Mr. Sprain.

Q. What did he say?

A. He asked me who was actually running the thing, who was at the head of it. I said, "Why, I don't know", and just at that time Mr. Nyland jumped up and said, "Oh, hell, there ain't no damn sense of lying about it. You know. Why don't you tell us?" And Mr. Sprain said, "Well, what is it? You don't know or you don't want to tell?" And I said, "I don't know."

Q. Was there any further discussion about the outside activity?

A. Well, they passed the remark that if I joined the outside union, I wouldn't have the job very long.

Q. Who said that?

A. Mr. Sprain.

Q. Do you recall anything else that was said there? How long were you there in the room with them?

A. Oh, I was there in the room with them for about twenty or twenty-five minutes I should judge.

Q. Now, following this conversation, if there is nothing else you can think of, you were transferred out of Pittsburgh?

A. I was.

Q. Where were you sent?

A. Sunbury, Pa.

Q. How long did you stay there?

A. Ten days.

Q. Then where did you go?

104 A. Came back to Pittsburgh.

Q. And were you here in Pittsburgh on the 30th of July?

A. I was.

Q. Anything happen to you on that day?

A. Well, I was working out on the floor in the garage, and Bremmier came over and said, "Nyland wants you in the office." I went in the office and Mr. Duvall was sitting there and Mr. Nyland followed me in but went directly out again, and Mr. Duval said, "Were you at the meeting last night?" I said, "No, I was not——

Q. Pardon me. That was the safety meeting?

A. The shop meeting. He said, "Well, you probably know what the meeting was about", and I said, "Yes; I heard it." He said, "You know we have had a good many road failures." I said, "Yes; from what I seen on the board. I don't know any more about it." He said, "Well, we just ain't going to have it. That is all there is to it. We are having too much trouble around here and we are going to stop it." He said, "We are going to take the biggest part of the major service out of the Pittsburgh garage and take it to other garages", and he said, "Due to the fact you are one of the newest first class body men, I am going to have to let you go."

Q. Now, Mr. Moberley, you are a body man, aren't you?

A. I am.

Q. Can there be a failure due to what a body man has
105 done or failed to do unless the body falls off or something like that happens?

A. Not the way I was situated. I was on running repairs.

Q. Was there any claim you were responsible for any of these failures—seventeen road failures?

A. Not a one.

Q. What was the end of this discussion with Mr. Duvall? What did he tell you about your present status?

A. Well, he just told me to go out and pack up my tools, have my check made out and check in my tools—tool check—and get off the property, that I was through. I said, "What do you mean I am through? I don't have a job here at all any more?" He said, "Well, you are through. Just let it go at that."

Q. Your check was already made out for you?

A. I waited about five minutes.

Q. Mr. Nyland got that for you?

A. Mr. Rosenberry I guess got that.

Q. Did you see anyone else on your way out after this session with Mr. Duvall?

A. Yes, sir; Mr. Mitchell was standing in the outer office.

Q. Did you see any other supervisors or foremen?

A. I did; Mr. Bremmier.

Q. Where did you see him?

A. Well, I went up—my tools were quite heavy, I couldn't carry them home; so I was going to wait for Mr. Lehman to take
106 them home for me—he has a car—and I went up in the dressing room waiting on him to change his clothes. At that time Mr. Bremmier came upstairs where we was at and said, "Are you all packed up and ready to go?" I said, "Yes." He said, "Well, you will have to get the hell off the property. The company don't want you around. You will have to go."

Q. Did he tell you how long you could stay there?

A. He said right away.

Q. Anything else on that occasion?

A. I told him I was waiting for Charlie Lehman and as soon as he got ready I would go.

Q. What were you being paid at the time of your discharge?

A. Sixty-eight cents an hour.

Q. For an eight hour day?

A. Yes.

Q. Have you been employed since then?
A. I have been for a short time.
Q. Have you calculated at my request the total amount of your earnings elsewhere since July, 1935?
A. A little better than a hundred dollars.
Q. Could you give it to us a little more exact?
A. I couldn't right to the penny.
Q. Was it less than $105.00?
A. Between $103.00 and $104.00.
Q. Have you ever been recalled to work by respondents?
107 A. No, sir.

Cross examination:

Q. (By Mr. BOWEN.) Are you employed now, Mr. Moberley?
A. I am.
Q. Where are you employed now?
A. Yellow Coach Company, Pontiac, Mich.
Q. What class of work?
A. Body building.
Q. As good a job as you had in the Greyhound?
A. Well, I think it is.
Q. You say that you were down at Sunbury during ten days in July?
A. Yes, sir.
Q. Do you recall between what dates those were?
A. I couldn't exactly; no.
Q. Were you here when they held this safety meeting in the middle part of July?
A. I was in town; yes.
Q. And were you aware of the fact that they had taken up at this meeting this matter of failure out of the Pittsburgh garage?
A. Only what I have heard; that is all.
Q. You weren't at the meeting, as I understand?
A. I was not.
Q. How did it happen you were not at the meeting?
108 A. When I came back I had overtime, and I asked Mr. Nyland if I was to take that time off, and he said "yes, take it off now and we will have it over with", and I was off taking my time off is the reason I wasn't there.
Q. But you did know about the meeting? You heard about the meeting?
A. Yes; I heard about it.
Q. And that it had to do with the subject of failures out of the Pittsburgh garage?
A. Yes.
Q. Was that subject taken up at these meetings individually with the men during July to quite an extent?
A. What do you mean "taken up individually"?
Q. Was it discussed that the fact that these failures were appearing on the board that there must be something done at the Pittsburgh garage to correct this situation? Wasn't it discussed with the men by the foremen?
A. I suppose it was at that meeting, but I wouldn't say "individually."

Q. You know that there are contests conducted between the different garages in the country throughout the system?

A. For safety?

Q. Yes.

A. Yes.

Q. And most of the men are real interested in maintaining
109 a good record?

A. They are.

Q. So when they begin slipping at one place it generally becomes a matter of general discussion as to how to stop it?

A. It is.

Q. Now, did you attend this meeting the latter part of July that they held at which this matter was discussed and the employees were informed unless the situation was corrected they would have to take the work out of the Pittsburgh garage?

A. What meeting was that?

Q. Along the 27th or 28th.

A. That was the time I was off.

Q. You were off at that time?

A. Yes.

Q. So you didn't attend that meeting?

A. No.

Q. Did you hear about that meeting?

A. I heard about it; yes.

Q. And did you know about this accident that occurred at Warren, Ohio, a day or two afterwards?

A. Never heard a thing about it.

Q. You state that the matter of your work had nothing to do with road failures, due to the class of work you were working on—body repairs?

A. I did.

110 Q. There would, however, be a reduction in the amount of that work at the Pittsburgh garage if the coaches operating under the Chicago division were taken over at Chicago, wouldn't there?

A. Coaches operating out of Chicago?

Q. Between Chicago and Pittsburgh. If those Chicago coaches were all taken care of at Chicago?

A. They were anyway.

Q. I mean these coaches that were allocated to Pittsburgh, if they were transferred to Chicago, were also operating at Chicago.

A. I don't hardly believe they could do all the work.

Q. If they were transferred, there would be a reduction in the work at the Pittsburgh garage?

A. They were working shorthanded as it was.

Q. There would have been a reduction in the work if that was done?

A. Not in my line of work.

Q. Wouldn't that take a certain number of miles, as they classified it, out of the Pittsburgh garage and transfer it to Chicago or some other point?

A. Not on my side; no.

Q. Do you mean to say if there were ten coaches that were being taken care of and allocated to the Pittsburgh garage that were

transferred to Chicago, that wouldn't reduce the work in your department?

A. I say no again.

111 Q. It wouldn't do that?

A. No, sir.

Q. Would you say if every coach that was being taken care of at the Pittsburgh garage was transferred for body work to Chicago, whether or not it would reduce the work in Pittsburgh?

A. If every coach was transferred, of course.

Q. Wouldn't it reduce it if half were taken over?

A. I don't think so.

Q. Then there is just as much work done on one as on a hundred?

A. If you haven't got much work on one, you have twice as much on the other. That is a fact.

Q. Apparently we agree but we misunderstand. What I am trying to bring out, Mr. Moberley, is if there are coaches transferred for body work out of the Pittsburgh garage to Chicago, it will reduce the amount of work in the Pittsburgh garage?

A. It would reduce the amount of coaches but not the work.

Q. You mean you would still have all the work to do?

A. Absolutely; just as much.

Q. But there would be work that wasn't performed on certain of the coaches that were transferred to Chicago?

A. There would be other work done. Yes.

Q. Did you participate in these elections of the Employees' Association of the Greyhound Lines?

A. I did not.

Q. How long had you been with the company?

112 A. Two years.

Q. You had nothing to do with the formation of the Employees' Association?

A. I did not.

Q. And you never attended an election?

A. No, sir.

Q. Did you ever inform any of the officials of the company that you belonged to the Local of the Amalgamated?

A. I didn't think it was necessary.

Q. You didn't do it?

A. No.

Q. And you didn't notify them that that was the union that was to represent you?

A. I did not.

Q. Did you know of this card that was posted in the garage here informing employees that they had a right to belong to any union and select representatives of their own choosing?

A. That didn't happen to be posted immediately; that was posted some time after the election.

Q. Well, it has been posted for quite a while down there?

A. It has been posted for a while. I don't know how long.

Q. You say it was posted after election. After what election?

A. After they had election for a committeeman.

Q. You mean the first one?

A. Yes.

Q. Well, the Association was formed before the Code under N. R. A. was adopted, wasn't it—way back in 1933?

A. You mean it was formed? They elected committeemen before the N. R. A. went through?

Q. The Association was formed.

A. I don't think so.

Q. Well, apparently it was formed before you became an employee of the Greyhound Line?

A. Yes.

Q. It was in existence when you came there?

A. Yes.

Mr. CARMODY. Will the record show eventually when it was formed?

Mr. WATTS. It will, sir; with all details.

Q. You were the lowest in seniority of the first class body men in the Pittsburgh garage?

A. I couldn't say. That all depends upon how they class them. The new classification—that is all I can go by.

Q. Did you know where you were classified under that classification?

A. I knew I was classified as a first class body man; that is all I knew.

Q. You never attempted to find out where you stood on the list in regard to your seniority?

A. I asked Mr. Nyland what that may mean in reference to
114 money, and he said, "You get a two cent raise, and I am going to tell you right now you either keep your nose clean or you are going to get out."

Q. You did get the two-cent raise?

A. Well, it was a cent and a half; it wasn't two cents.

Q. It was five per cent general increase in that class of employees?

A. From what I understand everybody didn't get a raise.

Q. I say in that class of employees.

A. I wouldn't call it a five per cent raise on what I got.

Q. It was a cent and a half?

A. It was a cent and a half; that is what it was.

Q. Now, did you ever take up with the company and make any complaint——

A. It was absolutely no use.

Q. After you had been discharged or laid off by Mr. Duvall?

A. There was no use making a complaint.

Q. You didn't do it, did you?

A. There was no use so what was the use of going in and trying.

Q. You didn't do it?

A. No.

Q. And you never made an application for reinstatement?

A. When a man fires you there ain't no use in going back and asking him to take you back.

Q. Did you know the rules provided for a laying off of the
115 men when there is a reduction in force according to the reverse order of their seniority?

A. Well, they have quite a few rules that nobody understands.

Q. Well, you never attempted to get an explanation out of the company?

A. You couldn't get it no matter what you did.

Q. Did you ever take it up with them?
A. I know several cases that have been taken up.
Q. Did you ever take it up?
A. No; because I had no use for their organization.

Redirect examination:

Q. (By Mr. WATTS.) Were you ever consulted about this reclassification?
A. Never.
Q. That was just something stuck up on the Bulletin Board?
A. That is right.
Q. And speaking of Bulletin Boards, did you ever see Mr. Nyland or Mr. Bauer pause there reading this declaration that the men were entirely free to organize any way they wanted to?
A. I never paid much attention.
Q. You never saw those two gentlemen taking in this declaration that has been referred to here about the freedom of the workmen over there?
A. I never did.

Q. (By Mr. SMITH.) What were you classified as before
116 this reclassification?
A. I couldn't tell you; just a body man I guess.
Q. You were just hired as body man?
A. That is right.
Q. And then you became under the classification first class body man?
A. That is right.
Q. How many other first class body men were there?
A. I think three or four; I wouldn't say for sure.
Q. Were you the only person laid off with that classification of first class body man?
A. Yes, sir.
Q. What was your own understanding about your relation to them on the seniority basis?
A. Well, the way I figured that the last man that was hired in as a body man, or hired in the body shop, was the man to be laid off first. They didn't do that.
Q. Well, how about the three other men? How long had they been in the body shop?
A. Well, I couldn't say.
Q. You don't know whether they had been there a longer or shorter time than you?
A. No; I don't.
Q. Do you know whether they had been with the company a longer or shorter time than you?
117 A. No; I don't know that either.
Q. Did all of the four first class body men get this cent and a half raise at the time the classification went through?
A. Why, I couldn't say for sure whether they did or not.
Q. Do you know that any of them did?
A. I know some of them that got a two cent raise; that is about all.
Q. (By Mr. CARMODY.) On this question of whether or not the work would be decreased if it were transferred from Pittsburgh

to Chicago. Assuming that they take fifty per cent of the mileage out of Pittsburgh and put it into the Chicago garage, would the work in the Chicago garage be increased at all as a result of that transfer?

A. Absolutely; it would have to be.

Q. Now, I will ask another question. I have just come out of the railroad industry where seniority rights are commonly accepted as property rights. Everywhere over the railroads the seniority list is posted and it is kept reasonably well up to date; on some properties twice a year; on some properties once a year. Everybody on the railroad knows what his seniority is. There is no doubt about it at all in his mind nor in the mind of his representative nor in the mind of the general manager or the operating manager on the property. He has a perfect right to go in and observe and find out exactly where he stands, or if he thinks he isn't properly
118 assigned on his seniority list, he has a right to take it up and get an answer. Do I understand you have a seniority list posted in the garage that tells you what your seniority position is?

A. We didn't have prior—until about July 1st.

Q. You did have it after July 1st?

A. Yes.

Q. Is it now there?

A. Yes.

Q. Do we understand this classification we have talked about here is part of the seniority list, or is it a separate list?

A. It is both combined in one, the way they explained it to me.

Q. Then, if there is a seniority list posted in the garage, we might have it here for the record?

A. It should be.

Mr. CARMODY. Perhaps that can be gotten. We will suggest later on that go into the record or at least be made available here so we can examine the list that has been under question practically all day.

(Witness excused.)

JOHN RIHR was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Rihr?

A. Perrysville, Pa., Box 183.

Q. Are you married?

A. Yes, sir.

119 Q. Any children?

A. A Boy.

Q. You have worked with the Greyhound Lines, Pittsburgh garage here?

A. Yes, sir.

Q. When did you start out with them?

A. 1929—five and one-half years ago.

Q. Now, how much experience have you had as a motor mechanic?

A. Oh, about twelve years or so.

Q. And during the last four years of your employment with the company what was your job?

A. Tester.

Q. Tell us in just a word or so what the tester does, so we will understand that.

A. Well, the mechanics work on the job on buses, and after they are through we take it out for a test and find defects in it which the mechanic, not operating, didn't find, and then tell the foreman or superintendent to get it fixed. Nine times out of ten they don't get it fixed and tell me to O. K. it anyway. In other words, I was tester in name only. The superintendent told me what to do after I brought the bus back.

Q. The superintendent was your superior officer?

A. Yes, sir; Mr. Nyland.

(Board's Exhibit No. 36 marked for identification.)

Q. I show you Board's Exhibit No. 36 for identification,
120 and ask you whether or not this policy of insurance was issued to you.

A. Yes, sir.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. No objection.

Chairman MADDEN. It may be admitted.

(Board's Exhibit No. 36 for identification, Witness Rihr, was received in evidence.)

(Board's Exhibit 37-A, 37-B, and 37-C, Witness Rihr, marked for identification.)

Q. I show you Board Exhibit 37-A, 37-B, and 37-C for identification, and ask you whether or not you received those letters while employed at the Pittsburgh garage.

A. Yes, sir.

Mr. WATTS. I offer them in evidence. I may say to counsel that those are offered on the issue of the identity of the employee entity.

Mr. BOWEN. I have no objection.

Mr WATTS. It is not the content but the heading of the letters that I am particularly interested in.

Mr. CARMODY. When you say "heading" do you mean "To all maintenance employees"?

Mr. WATTS. I mean "Greyhound Management Company."

Chairman MADDEN. They will be admitted.

(Board Exhibit No. 37-A, 37-B, and 37-C for identifica-
121 tion, Witness Rihr, received in evidence.)

Q. Mr. Rihr, you were here this morning, were you, and heard Mr. Lehman describe the physical characteristics of the garage, and, in general, how the cars were handled when they came in there?

A. Yes, sir.

Q. Is that a fairly accurate description of the operation of the Pittsburgh garage?

A. Yes, sir; absolutely.

Q. You also heard his description of the system of allocation of cars for major repairs to Pittsburgh?

A. Yes, sir.

Q. And minor repairs being done elsewhere?

A. Yes, sir.

Q. Is that an accurate description that he gave?

A. Absolutely.

Q. Is it a fact, Mr. Rihr, that in addition to motor coaches owned by these respondents or their subsidiaries there is also work done at the Pittsburgh garage on motor coaches owned by other companies which send their coaches in there to have such repairs made as may be necessary to keep them in operation?

A. Yes, sir.

Q. And do those buses so repaired belonging to other companies operate outside of the Commonwealth of Pennsylvania as well as within?

122 A. Yes, sir.

Q. Are you a member of Local Division No. 1063 of the Amalgamated Association?

A. Yes, sir.

Q. When did you become a member?

A. On May 28th.

Q. That was the occasion of its first meeting, was it?

A. Yes, sir.

Q. Now, following that meeting did you have any conversations with any officers or supervisors of the respondents?

A. Yes, sir.

Q. With whom?

A. Jack Nyland told me to keep out of the union if myself and the wife and the kids don't want to go hungry.

Q. When did he tell you that?

A. About the day after; just as soon as I came in with a bus through the door, and he told me to open the door, and he stepped in on the first step and told me that.

Q. The first meeting was in May?

A. Yes, sir.

Q. Following that did you participate in a raise granted to the men in the garage, or some of the men?

A. Yes; a two cent raise; and Jack Nyland told me the same thing again in the office.

Q. Were you called in the office alone?

123 A. No; I went in myself.

Q. Who was there?

A. Jack Nyland.

Q. What did he say to you?

A. The first thing he said as I stepped in—I wanted to know whether I was getting the two cent raise as well as some of the boys. I stepped in and he said, "Come in and close the door behind you." I closed the door, and he told me, "Now, listen, I give you two cent raise and I want you to stay out of the union if you know what is good for you. I want to keep your nose clean if you don't want to go hungry with your wife and kids."

Q. Did you attend the second meeting of the Local Division on July 10th?

A. Yes, sir.

Q. And did you see these gentlemen, Mr. Nyland and Mr. Bauer, outside the meeting place?

A. Yes, sir.

Q. Your recollection of that coincides with the testimony of the other witnesses on that point given here today?

A. Yes, sir.

Q. When you testified about the conversation in which you were instructed about certain health measures to take in connection with your nasal passages was that before the second meeting of the union?

124 A. Well, it was the first time he told me after the first meeting. I believe it was a day or two days after the first meeting May 28th.

Q. Now, the second time.

A. The second time he told me that after he seen me when he was standing at the door with his car with Mr. Carl Bauer, and maybe two or three days after that he told me the same thing again, or practically the same thing.

Q. When did you get the raise? Did you get the raise?

A. Two cents.

Q. Do you remember whether you got that before or after the second meeting of the Local Division?

A. I believe after the second meeting.

Q. You are not sure which way it was?

A. I am not positive right now.

Q. On July 26, 1935, did any change in your status as an employee occur?

A. Yes; they demoted me to mechanic—from tester to mechanic again.

Q. Who did that?

A. Mat Bremmier told me, he said, "Well, this morning you go back on the floor", meaning mechanic work again.

Q. What did you say to that?

A. I said, "Why?" He said, "There are so many road failures and all that we will have to demote you." I said, "Are you

125 sure that is it?" He said, "Well, use your own judgment. You should have kept your nose clean and kept out of the union", in a smiling way.

Q. It amused him, did it, apparently?

A. Well, it amused him but it didn't amuse me.

Q. On the 31st of July were you called into the office?

A. Yes, sir.

Q. That was the day following the time which has been testified about heretofore?

A. Yes, sir.

Q. Who called you in and who was there?

A. Well, Mat Bremmier, the shop foreman, called me in, or rather told me to go in the office and see Mr. Jack Nyland. I came in there and Jack Nyland was in there by himself. He said, "Well, you are one of the unfortunate we have got to let go." He said, "On account of the road failures we have to let you go." I said, "Jack, you know you haven't half enough men here to do the work right. I have been telling you and telling you but it seems to be no use", seeing I was testing and knowing the buses the shape they were in. He said, "Well, we have to let you go." I said, "What do you mean? I am fired?" And he said, "Yes; you are fired; you are through."

Q. At the time you were discharged what was the pay rate you were receiving?

A. Sixty-eight cents an hour.

126 Q. For an eight hour day?
A. Yes.
Q. Have you been employed since then?
A. No, sir.
Q. How do you get on?
A. I am on relief.
Q. There has been testified here today, Mr. Rihr, indirectly and directly about seventeen road failures that occurred in the month of July. Now, from your experience as a tester in the garage four years, let me ask you in the first place whether or not that was an unusually large number.
A. No; I don't think so. In this case don't you see they made all preventable road failures; in other cases a year ago or probably two years ago they would have said probably ten or twelve or fifteen of them would have been unpreventable road failures. In this case they charged them all as preventable road failures. There is a big difference.
Q. Was the volume of traffic in the month of July more or less at its peak? Was that a busy month?
A. Yes, sir; very busy.
Q. Was that one of the months when normally you would have more difficulty in running equipment than at other times in the year?
A. Yes.
Q. And it is your opinion expressed at the moment that these seventeen road failures were made up by lumping together all types
127 of preventable and non-preventable road failures?
A. Yes.
Q. Now, up to this time they had a form sheet that they used on which they listed road failures?
A. Yes; blackboard on the wall.
Q. And there was a column on the righthand side in which you scored up the preventable accidents?
A. Yes.
Q. And another column in which you put the non-preventable. Is that right?
A. Yes.
Q. But as far as the famous seventeen road failures, there was no scoring as to whether they were preventable or non-preventable. Is that right?
A. No.
Q. (By Mr. CARMODY.) Did you actually see that? Do you know that from your own observation on the Board, or is it something somebody told you?
A. Nyland told us in the meeting several times, your understand.
Mr. WATTS. I shall put in proof on that point.
Mr. CARMODY. What I want to know is whether this witness actually saw that blackboard with that new type of scoring on it.
Q. (By Mr. CARMODY.) Did you see the blackboard?
A. Yes; I seen the blackboard, but I don't exactly recall
128 how it was put on the blackboard. That is what Mr. Nyland told us.
Q. (By Mr. SMITH.) Let me ask you this: did you get any change in classification on July 1st?

A. Well, I was testing at that time yet and there was nothing said about tester.

Q. That wasn't mentioned?

A. It wasn't mentioned, no; and that is the reason I went into the office.

Q. How many other testers were there?

A. Well, I was on day and there is another one on night—day and night tester.

Q. Of your own knowledge do you know whether you were replaced by another tester?

A. Yes, sir; a fellow by the name of Gaskil.

Q. Was there any criticism of your work?

A. Not until I joined the Union.

Q. What was the criticism then?

A. Too many road failures. And before when I brought a coach back sometimes I got some work done on it, and after I joined the Union—like Mr. Jack Nyland, I brought a coach back and told him the clutch was very weak and slipped; in other words, the clutch should be changed. He said, "No; we are short a coach today and will have to let it go." That was a road failure, one of the seventeen, but I have no say over Mr. Jack Nyland; he is over me.

129 Q. Did Mr. Nyland say your were falling down on your testing job, or simply call your attention to the road failures?

A. At a general meeting in the group.

Q. Were you specifically told as a tester you were not performing right?

A. Not by Mr. Nyland, but Mr. Bremmier told me when he demoted me to mechanic.

Q. What did he say then?

A. I said, "Mat, why I am demoted? I was testing close to a year." He said, "We have to demote you on account of the road failures." I said, "Are you sure that is the reason?" And then he started to grin and said, "Use your own judgment. You should have kept your nose clean and stayed out of the Union."

Q. (By Mr. CARMODY.) Was your rate of pay changed when you were demoted?

A. No, sir; sixty-eight cents an hour.

Q. (By Mr. SMITH.) What did you do as mechanic?

A. Well, mechanical work—repairing buses—like any other mechanic on the floor in the garage.

Q. You had done that work before?

A. Before I got the tester job; yes, sir.

Cross examination.

Q. (By Mr. BOWEN.) Mr. Rihr, you occupied as a tester quite an important job at that garage, didn't you?

A. Well, rather; yes, sir.

130 Q. You are the man that finally, after a bus has gone through the hands of these different mechanics, electricians and so forth, washers and greasers, you take that bus out and you pass upon it whether or not it ought to take the road?

A. I tell the foreman or superintendent, whoever might be in charge.

Q. And take it out for the purpose of passing upon it?

A. Yes, sir.

Q. And you are passing upon all its operating facilities. So your job was quite an important job. When you say a bus is O. K. out she goes on the road?

A. Supposed to be important; yes.

Q. Now, you were aware during the month of July of the contention of the management that the Pittsburgh garage was having a bad record as to road failures?

A. Yes; but it was the superintendent and the foreman's own fault. It could have been remedied; it could have been helped.

Q. You knew there was a bad condition existing there?

A. Bad condition in what?

Q. Road failures.

A. Yes, sir; that was what I heard.

Q. Did you attend this regular safety meeting in the middle of July when the subject was discussed?

A. I believe I didn't. I am not sure now. I didn't attend all the meetings, whenever I was too busy testing. I was still
131 testing at that time. The foreman told me, "You don't have to go."

Q. Did you know about that meeting?

A. I heard about it.

Q. And did you know the subject had been discussed about road failures and something had to be done, and if it was not done they were going to take work out of the Pittsburgh garage?

A. I heard them talk about it.

Q. And you knew about the meeting along toward the last part of August?

A. The 28th; I attended that meeting.

Q. And shortly after that meeting did you know about this accident that occurred on the bus that came out of the Pittsburgh garage at Warren, Ohio?

A. I heard about it. I don't know how true it was.

Q. You did hear about the serious accident?

A. I heard them talk about it, yes.

Q. And one of the buses that had gone through the shops at the Pittsburgh garage was involved?

A. I heard about it.

Q. Now, at the time that you were called in and discharged you were told that you were discharged because of this situation that existed?

A. That I was fired; yes, sir.

Q. And before the time that you had actually been dis-
132 charged—a few days before—you were placed back on the mechanic's list?

A. Mechanic, yes.

Q. And were you aware that after this accident at Warren, Ohio, that Mr. Duvall, general maintenance manager, then came here to take charge of this situation and correct it himself?

A. I didn't get fired by Mr. Duvall. I got fired by Mr. Nyland.

Q. Did you know Mr. Duvall had come here at that time and was here this day that you were discharged?

A. Yes, sir.

Q. Now, had you ever told any of the officials of the company that you were a member of Local Division of the Amalgamated?

A. Mr. Nyland seen me at the door, and the next day the foreman asked me.

Q. At that time were you a member?

A. Yes, sir.

Q. That was a public hall over here in the so-called Democratic meeting place?

A. Yes, sir.

Q. But you hadn't told Mr. Nyland or any of the officials that you were a member of this Local?

A. I told the foreman. The foreman asked me, and I told him, "Yes, I belong to it."

Q. Who was that?

A. Mat Bremmier.

Q. When was it you first told him that?

133 A. I believe the day after Mr. Nyland seen me enter the hall.

Q. That was the first part of July?

A. I believe on the 10th of July.

Q. Did you know of this notice that the company posted in this garage advising the employees that they had a right to join any union that they might choose and select anybody for their representative?

A. I heard of them talking about it. I was very busy with my work.

Q. Didn't you see it? It was posted there for a long while.

A. I don't remember.

Q. There were quite a number of men from the Greyhound garage at this Democratic meeting place that you spoke of?

A. Yes, sir.

Q. How many would you say—twenty, thirty, forty, or fifty?

A. I really didn't count them. I believe about forty or fifty. There was quite a few.

Q. And all of those men belong to the Local of the Amalgamated?

A. I really don't know. I know about my own self.

Q. Don't you know that a considerable number of them do?

A. Yes; quite a few of them do.

Q. And still they are working for Greyhound?

A. Well, quite a few is out for that reason, for belonging to the Union.

Q. The only men that are out are these men named here in

134 this complaint, aren't they?

A. Well, yes.

Q. And you say there were forty or fifty men down at this meeting. Don't you know practically all of those men belong to the Local of the Amalgamated?

A. I don't know.

Q. (By Mr. CARMODY.) Was it a secret meeting? Did you have to prove membership to get into the meeting?

A. I don't think it was secret.

Q. Did you have to show your membership card to get in?

A. Not exactly.

Q. Did you have to show your membership card to get in?
A. I don't have a card.
Q. But you got into the meeting?
A. Yes.
Q. Did the man at the door ask you if you were a member?
A. Yes.
Q. (By Mr. BOWEN.) You do know a great many men who belong to that Local are still working for Greyhound Company at the Pittsburgh garage, don't you?
A. Yes; there is quite a few.
Q. This expression that Mr. Nyland used, "Keep your nose clean", that is quite a favorite expression?
A. Yes; but that wasn't all he said—"Keep your nose clean and stay out of the Union."
135 Q. His expression "Keep your nose clean" is one generally used around the garage?
A. I only heard it toward the end. I never heard him say it before. In fact, I never spoke to Mr. Nyland very much. I was too busy.
Q. It is an expression used all over the United States?
A. Not telling me to stay out of the Union.
Q. That you merely heard "Keep your nose clean" you don't take that as a reference to the Union?
A. Yes, I do, because they always said the two together.
Q. If he hadn't mentioned about the union, such a phrase as that used around the garage might refer to your work, might it not?
A. It might be; I really couldn't say.
Q. Did you ever hear anybody else use that expression?
A. No, I didn't.
Mr. CARMODY. Well, it is heard in other places. I agree with counsel. It is quite commonly used.
Q. Now, Mr. Rihr, you said in your direct examination that you didn't think that seventeen was a large number of road failures. Did such condition ever exist in the Pittsburgh garage before in any one month that there were ever that many road failures?
A. I believe it did, yes. In this case Mr. Nyland counted every one of them—preventable and unpreventable. He, himself, admitted that all the pistons and valves and every thing are old
136 and worn out, and then he turns around and fires us for the road failures which he claims was for road failures, which we know wasn't a road failure.
Q. They turn in as a road failure anything that stops a bus?
A. There is such a thing as preventable and unpreventable.
Q. But it is a road failure regardless of how it is classified?
A. If you want to regard it as such.
Q. Aren't the road failures at the Pittsburgh garage classified the same as in Chicago or Cleveland or Philadelphia?
A. I couldn't tell you.
Q. Is'nt there a contest on between these different garages in regard to road failures?
A. There might be.
Q. You know there is, don't you, in an effort to bring about safety?
A. (Witness does not answer.)

Q. Did you participate in the elections of the Employees' Association of Pennsylvania Greyhound Lines while you were an employee of that concern?

A. When? Toward the end?

Q. During the time that you were employed.

A. Yes.

Q. You participated in all of them?

A. Not toward the end. I didn't even know we had a chairman toward the end.

137 Q. You participated in the 1934 elections?

A. Yes, sir.

Q. And that was the last election that was held, wasn't it?

A. Yes, sir.

Q. Did you participate in this special election that was held in June?

A. You mean after Mr. Davidson got fired?

Q. Yes.

A. I didn't even know the man they elected in his place. Mr. Davidson got fired and Mr. Walter Henry, the committeeman, got transferred. We didn't have anybody to take our complaints to.

Q. You don't know there was someone elected to take his place?

A. I heard them talk about it, but I don't know the man who got elected.

Q. Did you participate in the election to fill his place?

A. No, sir; I did not.

Q. So far as the company was aware, the member of this Employees' Association was the only one that was representing you?

A. You mean Mr. Davidson?

Q. Yes; or Mr. Davidson's successor.

A. Well, I only knew Mr. Davidson. I didn't know the other man who took Mr. Davidson's place.

Q. Then, while Mr. Davidson was there he was your duly elected representative?

A. Yes, sir.

138 Q. Did you ever make a complaint to the company relative to your discharge or contest it?

A. Well, once you are fired you are out.

Q. You know that these rules and regulations provide that if you think you have been unfairly dealt with, the case can be reviewed by your committeeman, don't you?

A. I feel about it this way: once you are fired you are out, you are done, you are through.

Q. You never made any attempt to have your case reviewed or taken up through the regular channels of these committees after you were discharged?

A. No.

Redirect examination:

Q. (By Mr. Watts.) You have been asked, Mr. Rihr, about whether or not you didn't know there was posted at the Greyhound garage this notification that the men were free to join any organization they wanted. You were asked about that by counsel for the respondent?

A. Yes, sir.

Q. Now, I want to ask you whether or not you ever saw Mr. Nyland, who tells about keeping your nose clean and staying out of unions, reading that. Did you ever see him over there reading this notification that informed all the employees that they were to be free to organize any way they wanted to?

A. I seen him standing there several times reading some-
139 thing, but I was always in too much of a hurry.

Q. And if he read it, that was his interpretation of it—the way he acted thereafter?

A. Yes, sir.

Q. Now, getting to the road failures again. You testified there were times when you as a tester came back to the garage and reported to your superior, the superintendent, that a bus was not fit to go out?

A. Yes, sir.

Q. Is it true that on various occasions your superior officer overruled you and told you nevertheless to let it go out?

A. Yes. "We are short of buses; let it go."

Q. Regardless of what your report on safety had been?

A. Yes.

Q. And is it true one of these seventeen road failures——

A. Bus 4023.

Q. What happened?

A. The clutch went bad.

Q. By whose orders did it go out?

A. Mr. Jack Nyland.

Q. And that was one of the reasons you were told you were discharged?

A. Yes; and he told me quite a few times through these years.

Q. (By Mr. CARMODY.) A good deal of stress has been put on the relative importance of the tester's job. Now I assume that
140 a tester is one who is competent to judge of the results of other men's work?

A. Yes sir.

Q. Now, did I understand you to say that your pay was sixty-eight cents an hour as a tester?

A. Yes, sir.

Q. Did I understand the electrician this morning to say his pay was seventy-seven cents an hour?

A. Yes, sir.

Q. And you at sixty-eight cents an hour were judging as to the value and the competency of the work done by a man who got eleven cents an hour more than you?

A. Yes, sir.

Q. I am trying to arrive at the relative importance of these jobs. And then when you were demoted, as you call it, to a mechanic your pay remained the same as it was when you were a tester?

A. Yes, sir; sixty-eight cents an hour.

Q. And how did that pay rate with the rate of the other mechanics whom you joined after you were demoted?

A. Well, some of them got seventy-six cents an hour, I believe, and some——

Q. You "believe." You are not sure?

A. No, I am not sure.

Q. The records of the company would show the rates of
141 pay of the various men into whose class you went when you were returned from testing onto the floor, as you call it?
A. Yes, sir.

Recross examination:

Q. (By Mr. BOWEN.) Mr. Rihr, as a tester you were classified as a mechanic, weren't you, under the classification?
A. No. Really I was called a tester for about four years.
Q. Wasn't your night man also a mechanic who did the testing?
A. I was a night tester also.
Q. I mean the day man, the one who took care of your job when you weren't there. Wasn't he also classified as a mechanic?
A. Yes; he was first class mechanic.
Mr. CARMODY. Then there is no classification as a tester?
Mr. BOWEN. No. It is just a mechanic.
Q. (By Mr. BOWEN.) In regard to what you stated relative to the fact that when you reported back a coach wasn't fit to take out on the road, and they would order it out anyhow, when you reported the coach back didn't you have this record card on which you checked off these different things to determine whether or not——
A. In some cases I did. In some cases there was very little done. In most cases the bus went out anyway.
Q. That was the system to check off these things the bus was being tested for—if it was O. K.?
A. Most of the times it wasn't O. K.
142 Q. If it wasn't O. K., you didn't check it off?
A. The foreman checked it off.
Q. It wouldn't be in your handwriting?
A. No, sir; it wouldn't.
Q. So far as that is concerned, you would be clear of it?
A. In some cases I was really the goat.
Q. Unless you checked it off you couldn't be held responsible for it?
A. In some cases I was held responsible for things like that.
Q. In some cases the record card will show whether you checked it off?
A. In some cases it will, and some it won't.
Q. Do you recall about the date this coach 4023 was sent out after you reported it wasn't right?
A. I believe it was a few days before I got fired.
Q. What was the matter with that coach?
A. There was a clutch went bad; after the mechanic and I both went over to Mr. Nyland at the desk and told him that coach shouldn't go out—the mechanic who worked on it and myself.
Q. Did Mr. Nyland check off the card?
A. Mr. Nyland said, "We are short of coaches. That has to go out."
Q. Did he check off the card?
A. I don't know whether he did or not?
Q. Did you O. K. the card?
143 A. I don't remember.
Q. But the number of it was 4023?
A. Yes, sir; 4023.
(Witness excused.)

JOHN O. KEYSER was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Keyser?

A. 2619 Ellis Avenue, North Side.

Q. Where are you employed?

A. Pennsylvania Greyhound garage, Pittsburgh.

Q. And you are presently employed there, are you not?

A. Yes, sir.

(Board Exhibit No. 38, Witness Keyser, marked for identification.)

Q. I show you Board's Exhibit 38 for identification, and ask you whether or not you ever saw the original of which that is a photostatic copy.

A. Yes, sir; I have.

Q. And when did you see it?

A. October 10th.

Q. Was that original of which this is a photostatic copy given to you in regular course of payment for your services at the Pittsburgh garage?

A. Yes, sir.

Mr. WATTS. I offer the photostatic copy of a check as
144 Board Exhibit 38.

Mr. BOWEN. No objection.

Chairman MADDEN. It will be admitted.

(Board Exhibit 38 for identification, Witness Keyser, received in evidence.)

Mr. WATTS. I call to the Board's attention that this is a check on the Pennsylvania Greyhound Lines, Inc., signed by its treasurer, through the Pennsylvania Company for Insurances on Lives and Granting Annuities, Philadelphia, offered on the issue of the identity of the employee. At the same time I offer in evidence Board's Exhibit 39, a photostatic copy of a check made up to F. D. Hayes.

Mr. BOWEN. No objection.

Chairman MADDEN. That will be admitted.

(Board Exhibit 39, Witness Keyser, received in evidence.)

(Board Exhibit 40, Witness Keyser, marked for identification.)

Q. (By Mr. WATTS.) I now show you, Mr. Keyser, Board's Exhibit No. 40 for identification. Will you please tell members of the Board what that is?

A. This is a copy of the original road failure list which was published on the bulletin board in the garage.

Q. By whom was that piece of paper written out that you hold in your hand?

A. This paper was written by Mr. Lehman.

Q. And was the information on that Board's Exhibit 40
145 dictated to him by you?

A. Yes, sir.

Q. And where was it obtained by you—from the original posted on the board?

A. I obtained the original from the one posted in the garage.

Q. And is Board's Exhibit 40 for identification the same in set-up as the original notification of the seventeen failures?

A. Exactly.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. The bottom writing wasn't a part of the bulletin board.

Q. (By Mr. WATTS.) This bottom writing, beginning with the words "Copied from the original", wasn't on the board sheet?

A. No. That is just referring to this.

Mr. BOWEN. It is apparently a copy of the nature that has been indicated. I think the writing at the bottom should be removed, and that we be given a copy so we can check it.

Mr. WATTS. I offer it without the writing at the bottom.

Mr. CARMODY. It may not be a copy.

Mr. WATTS. There is sworn testimony that it is.

Mr. CARMODY. There may have been errors in transcribing it.

Mr. WATTS. I now call to the Board's attention that Board's Exhibit No. 40 is a compilation of the following information: in the lefthand column the bus number; the next column the date; the
146 next column under heading "Driver" various names; the next column what happened; the next column cause of failure—all of those columns being filled in; the next column is "Preventable", which is left blank; the next column is "Nonpreventable", which is left blank. That is the scoring system to which reference was made heretofore.

Q. (By Chairman MADDEN.) Where did you see the original of this?

A. The original is obtained from the bulletin board, which is right above the stock room door in the Pittsburgh garage.

Q. It is chalked on that?

A. It was written with chalk on the board in the garage.

Q. And when did you make this copy?

A. Oh, several days after the men were discharged.

Chairman MADDEN. It may be admitted.

(Board Exhibit No. 40 for identification, Witness Keyser, received in evidence.)

Q. (By Mr. WATTS.) Now, then, Mr. Keyser, after the 30th of July of this year it is a fact, is it not, that some ten coaches were reallocated to Chicago for major repairs from Pittsburgh?

A. Yes, sir.

Q. Is that right?

A. Well, I wouldn't say ten. We were told there would be some allocated.

Q. And you don't have the exact number?

A. No, sir.

147 Q. Well, I want to ask you this question; following that time when the reference is made to reallocating some number of coaches to Chicago, were there some new coaches acquired?

A. Yes, sir; there were new coaches which had not been printed on the allocation sheet.

Q. And where did those coaches come—where were they allocated for major repairs?

A. We were led to believe they were allocated to Pittsburgh.

Q. And were there as many of those as there were of the old coaches which had been allocated to Chicago, so far as you know?

A. Yes, I would say there was.

Q. Would the new coaches appear on the allocation sheet of October 15th of this year do you think?

A. No.

Q. It was subsequent to that? Is that right?

A. No, they wouldn't appear on any allocation sheet which we have now.

Q. So in calculating allocation on the basis of lists we must add the new coaches obtained and allocated to Pittsburgh. Is that right?

A. That is right.

Q. (By Chairman MADDEN.) Why do you say they wouldn't appear on any list?

A. Well, I looked at the allocation list that is down in the garage and they aren't on that list.

148 (Board's Exhibit No. 41, Witness Keyser, marked for identification.)

Q. (By Mr. WATTS.) I show you Board's Exhibit 41 for identification. Is that a list of the numbers for new coaches, or does that include the new coaches?

A. Yes, that includes all I know of.

Q. Where did you get that list?

A. Well, this was copied from an allocation sheet which is in the garage—that is, they were written in pencil underneath the typewritten part.

Q. When did you copy those?

A. Why, a couple of weeks ago.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. If we are given a copy so we can check it, I have no objection to it.

Chairman MADDEN. It will be admitted.

(Board's Exhibit No. 41, Witness Keyser, for identification, received in evidence.)

Q. (By Chairman MADDEN.) You talk about ten buses having been allocated from Pittsburgh to Chicago. Ten out of how many? How many were allocated before that?

Mr. WATTS. If the Chairman please, the exhibits now in evidence show, if my recollection is correct, ninety-three coaches allocated to Pittsburgh prior to July 30th, and ninety-two allocated after

149 then. There may be an error of one either way in that recollection, but that in substance is the number.

Chairman MADDEN. You mean that is shown on exhibits already produced?

Mr. WATTS. Yes, sir.

Chairman MADDEN. What is this talk about ten? Is that the witness's guess or what?

Mr. WATTS. I shall bring before the Board it is just talk, predicated upon the actual allocation sheets. It may be ten have been sent to Chicago and eleven brought in here. I expect my friends will go into detail on the subject of allocation; if not, the records we have here will be adequate on which to compute the actual fact of whether or not any work was moved away from Pittsburgh.

Mr. BOWEN. We will be glad to supply the Board with any records they desire, but we intend to put that in ourselves. If there is

anything lacking in their records in regard to this matter that we have not supplied and the Board thinks they want it, we will be glad to supply them.

Cross examination:

Q. (By Mr. BOWEN.) As a matter of fact, there is a great deal less number of miles running out of the Pittsburgh garage now than there was in July, isn't there?

A. Due to the decrease in business.

Q. Due to the decrease in mileage at this time of year?

A. Yes.

150 Q. And the number of miles run out of a garage has some relation to the amount of work that is done there, doesn't it?

A. No; a very distant relation I would say, because of the major service work which is done besides that.

Q. You don't know then that the financing of a garage is set up according to the amount of money that is allocated on the mileage basis, do you?

A. I don't understand your question.

Q. You don't know the amount appropriated to carry the expense of a garage has a relation to the number of miles that operate out of that garage as well as the number of coaches?

A. I have an idea there would be a certain amount of money allocated to it.

Q. That is, if you are operating more miles out of a certain garage at one time of the year than another, you are liable to have more work in that garage, aren't you?

A. I don't see how.

Q. You mean if you operated out of the Pittsburgh garage a million miles, that you wouldn't have more work than if you operated a thousand miles?

A. You would have more work as the result of wear; yes, that is true.

Q. (By Mr. SMITH.) I would like to get the witness's knowledge on that matter. One of the previous witnesses testified when there was less business in the way of the number of coaches,

151 or perhaps the number of miles run out of a garage, that there was more work done on the coaches that were in active service. That is my recollection. I would like a clarification of that from this witness, if he knows anything about it.

A. You see we don't do the work by the mileage. All we know is we work there and a certain amount of work has to be done. A certain section of the garage works on the service floor—that is, trouble shooting and repairing buses as they run; and a certain section is on the work we call major inspection, and that is on coaches that have been taken off runs in order to do a certain amount of work. And that is why I say if as many coaches now aren't running as there were in July, we would still have a good bit of work because they would put those coaches on major inspection, because they have the time to do it now.

Q. (By Mr. BOWEN.) Showing you this Exhibit 40, which was the road-failure report on the bord, had you ever before at the Pittsburgh garage seen any such number of road failures you have listed?

A. No; but I only worked there two years.

Q. Did you ever work at any other Greyhound garage?
A. No, sir.
Q. Have you ever seen these comparative reports with other garages that come out?
A. I have never seen the actual report, no.
152 Q. Have you ever known of such a number of road failures at any garage on the Greyhound system as that?
A. All I know is what the mechanics have told me. They have told me they had more than that.
Q. They didn't tell you where, did they?
A. At Pittsburgh.
Q. You never had a condition existing like that at the Pittsburgh garage either before or since the month of July, have you?
A. No, sir.
Q. (By Mr. SMITH.) How many of those notices have you seen? How many times have you seen chalked on the blackboard these notices of road failures?
A. Well, it is very irregular. All in all since I have been working there two years I would say I have seen perhaps three or four.
Q. Do you think you see all that come out?
A. Most of them. There are times they don't mark them down.
Q. There isn't any regular system to your knowledge of marking down once a month?
A. No, sir.
Q. Did you ever see any in this form before where there is no check made of which of the road failures are preventable and which non-preventable?
A. No, sir.
Q. On those you have seen before was the preventable noted
153 and the non-preventable noted?
A. Yes, sir.
Q. How? By check mark in those columns, or in what way?
A. I believe the words were written in—"Preventable" and "Non-preventable."
Q. Where were they?
A. In the column underneath where it says "Preventable" and "Non-preventable."
Q. That is, against the whole description of the bus and the driver in the column "Preventable" they write the word "Preventable?"
A. Yes.
Q. (By Chairman MADDEN.) Is this blackboard where you copied this exhibit from—is it there all the time? Is it there now, for instance?
A. Yes, sir; it is a permanent set-up.
Q. For the purpose of noting road failures?
A. Yes, sir.
Q. And it has these headings painted on it, has it—the headings of these different columns?
A. Yes, sir; they are painted with white paint I believe.
Q. But you say it is not regularly filled in?
A. No, sir.
Q. What is on it now, for instance?

A. Nothing that I can remember.

154 Q. Do you think there is anything on it now?

A. I don't believe so.

Q. (By Mr. SMITH.) Was your attention ever particularly called to this notation of road failures, or are you just supposed to see it as you pass the bulletin board?

A. You are just supposed to watch the board.

Q. Now, at these safety meetings, which I understand are once a month, are those road failures discussed?

A. Yes; they are usually brought up, but I wouldn't say always.

Q. Might they be discussed at these meetings even though there had not been a previous notice of number of road failures posted on this blackboard?

A. No. If they are not posted, they don't seem to pay a whole lot of attention to them—that is, they don't mention them.

Q. (By Chairman MADDEN.) Do you remember any discussion of road failures since the end of July at these meetings?

A. No; I don't remember anything said at the meetings.

Q. Do you know how many road failures there were in August?

A. No, sir.

Q. Was there no talk about it among the men?

A. You mean August?

Q. August of this year. There were seventeen in July.

A. Yes; there were some limited on the board.

Q. Do you know how many there were in September?

A. No; I couldn't say exactly how many.

155 Q. (By Mr. SMITH.) Were they listed on the Board in September also?

A. Not in September. They were listed the next month, but I don't remember seeing them in September.

Q. You mean in August they were listed?

A. Yes.

Q. Were they listed in June?

A. I don't believe so.

Q. (By Mr. BOWEN.) Don't you know, Mr. Keyser, that those road failures are posted on that board every day when they occur?

A. Every day?

Q. Yes; every day there is a road failure that comes in a report goes out on that board.

A. I know it is supposed to be, but there are some times it isn't posted, because I remember making a mental note of it.

Q. If it isn't posted, how do you find out there has been a road failure? How do the mechanics know about it?

A. Just the talk among the mechanics is the only way they find out.

Q. Doesn't their information come from that board, and the purpose of it is in order to let the shop men know that things aren't running all right?

A. Yes; that is the purpose, but they don't always publish them on the board.

Q. Do you know of any month that there never occurred

156 any road failure on that board?

A. Any month that they never occurred?

Q. Yes; that there wasn't any road failure posted on that board some time during the month.

A. I can't cite any specific month.

Q. Do you remember any month that board was clean of road failures?

A. Yes; there were several months before June of 1935 there wasn't anything posted.

Q. Was that during a period in which you had no road failures?

A. No. There are always road failures—usually a couple a month.

Q. Usually two or three a month?

A. Well, before the business was heavy it was two or three a month, but after the business was heavy they started to increase.

Q. And in August there was a considerable number of road failures? After this bad month of July it didn't correct right off the bat?

A. No.

Q. There was some little time before it came back to where it is today, where it is in fairly good shape?

A. Yes, sir.

Q. (By Mr. WATTS.) And the business has now declined seasonally?

A. Yes.

157 Q. (By Mr. CARMODY.) Do you know, Mr. Keyser, whether minutes are kept of these safety meetings at which these things are discussed?

A. Minutes?

Q. Yes; any secretary there taking down the minutes of the meeting.

A. No.

Q. No record of those past meetings?

A. No.

Q. So that one wouldn't know except from hearsay what was said at any one of them about road failures or other matters?

A. No.

Mr. CARMODY. Rather unusual it seems to me not to keep minutes.

Q. (By Mr. BOWEN.) Those safety meetings were held fairly regularly every month, weren't they, Mr. Keyser?

A. Well, they were regular but not every month.

Q. Well, generally then every month.

A. Generally; yes.

Q. And at these meetings were discussed this proposition of operating the garage and its efficiency?

A. Yes.

Q. And there were foremen or heads of the department there that discussed it?

A. Usually Mr. Nyland.

158 Q. (By Mr. CARMODY.) These safety meetings you say they were not regular. Then how were you advised when and where the meeting would be held? How did you get that information?

A. It was posted, usually, the day before.

Q. On the bulletin board?

A. Yes, sir.

Q. Were those meetings attended by men on the night shift as well as men on the day shift?

A. Well, the night shift didn't attend them very regular. I would say the majority of the night men, didn't attend.

Q. Were the meetings held during working hours?

A. No; after working hours.

Q. On the men's own time or on the company's time? Were you paid while you were attending them?

A. No, sir.

Q. Then the meetings were held on the men's time after working hours, but they were not regularly attended by the night shift men you say?

A. No, sir.

Q. Did the night shift men work on these buses?

A. Yes, sir.

Q. (By Mr. BOWEN.) Weren't these safety meetings in the shop usually held between four and five o'clock when the shifts were changing?

A. No, sir. To my knowledge they were always held after the four-thirty whistle blew.

159 Q. They were held during the period when the old men were going off and the new men coming on in order to try to catch them all?

A. I understood the meeting was to be held for the day men—at the end of the day shift.

Q. Well, it was held at the end of the shift, and it did afford an opportunity for the men coming off and the men coming on to take advantage of it if they wanted to?

A. Yes; but the men coming on were in far minority to the men coming off.

Q. (By Mr. CARMODY.) What time did the night shift go on?

A. They have one shift starting at nine o'clock.

Q. And they are the men who were to come in during this period between quitting at four-thirty and their going on work at nine o'clock?

A. Yes, sir; and then there are two, I believe—two men which they call the middle shift, which starts at four o'clock, I believe.

Q. They start before the day shift ends? I understood you to say the day shift ended at four-thirty. Is that right?

A. Yes; that is what I understand.

Q. And two of these men on the middle shift come on at four o'clock overlapping the day shift a half an hour, and then other men on the night shift come to work at nine o'clock. Is that right?

160 A. Yes, sir; that is right.

Q. No men come to work between four-thirty and nine—night shift men?

A. Yes; there is a few other mechanics come to work.

Q. What time do they come?

A. Six o'clock.

Q. Then between four-thirty and six if there were a safety meeting, the day men who had worked could stay, if they wished, on their own time, and the night men who were working at six could

come in on their own time and spend half an hour at the safety meeting and still go to work at six o'clock?

A. That is right.

(Witness excused.)

ALBERT BURNS was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Burns?

A. 1410 Arch Street.

Q. And you have heretofore worked at the Pittsburgh garage operated by these respondents?

A. I have.

Q. When you got that job did you make out a written application for it?

A. I did.

Q. What was your work while you were there?

A. I was greasing busses.

161 Q. And that meant that as these busses came into the garage from their runs, or as they were about to go out on their runs, you saw that they were properly lubricated. Is that it?

A. Yes, sir.

Q. Did you attend the meeting of the Local Division 1063 on July 10th of this year?

A. Yes; I did.

Q. Are you a member of that organization?

A. I am.

Q. Were you at that time?

A. I joined then.

Q. Joined that night?

A. Yes, sir.

Q. And as you went to the meeting did you see Mr. Nyland and Mr. Bauer outside the meeting hall where they could see the entrance?

A. Not at the first meeting.

Q. I am asking you about July 10th—the second meeting.

A. Yes, sir.

Q. Did you go to the first meeting of the Local Division on May 28th?

A. Yes; I did.

Q. They weren't outside that night?

A. No; I didn't see them.

Q. Did you get an insurance policy?

A. Yes; I did.

162 (Board Exhibit 42, Witness Burns, marked for identification.)

Q. I show you Board's Exhibit 42 for identification, and ask you if that is the policy that was issued to you?

A. Yes; it is.

Mr. WATTS. I offer it in evidence.

(Board Exhibit 42 for identification, Witness Burns, received in evidence.)

Q. Now, then, on the 28th of July did you take a drive with Mr. Sprain?

A. Yes; I did.

Q. Now, who was Mr. Sprain?

A. Why, I think he is assistant to the general manager.
Q. And with offices here at Pittsburgh?
A. Pittsburgh.
Q. And where did you take Mr. Sprain?
A. I drove him over to the Fort Pitt Hotel.
Q. From where?
A. From the Pittsburgh garage.
Q. And on the way over to the hotel did you have any conversation with Mr. Sprain?
A. I did.
Q. What did he say?
A. Why, first he asked me if we had all the boys signed up, and I said I didn't know, and he say, "You know what is going to happen to that garage?" I said, "No, I didn't." He says they
163 were going to pull all the work out of there and take it to other cities to be worked on, and they were going to use that garage as a storage garage for their busses, and all they was going to keep down there was a washer, cleaner, greaser, and gas man, and let these mechanics go on relief or do what they want. He said, "We pay the highest wages of any garage in the System right here in Pittsburgh." He said, "These men are never satisfied."
Q. Now, on the 30th of July, two days after this conversation in the automobile, were you called into the office in the presence of Mr. Duvall?
A. Yes; I was.
Q. Was Mr. Duvall all alone when you got there?
A. Yes; he was in the one office. There are two offices there, and somebody was in the other office.
Q. Tell us what he said.
A. I went in and he tells me was my name Burns. I told him yes. He said, "I guess you attended that last safety meeting we had back there and heard Mr. Nyland discuss those seventeen road failures we had." I said I did. He said, "What is the matter with you fellows out in the shop. You are walking around and not paying any attention to your work. You have got something on your mind. You are not paying any attention to your work." And I told him, I says, "Do you know what kind of work I do out in the garage?"
164 Q. And what did he say when you asked him that?
A. He said no; he didn't care. I told him I wasn't responsible for any of those road failures. They didn't have any road failures charged to me. I only greased those busses in the shop, but I didn't work on these busses mechanically.
Q. After you informed Mr. Duvall you weren't a mechanic but a greaser was there any further statement made to you as to why it was after that that you were being laid off? What did he tell you was the reason?
A. He told me on account of road failures.
Q. After you told him you were a greaser, not a mechanic?
A. A couple of days before I was fired Mr. Duvall came in, and I was at lunch and a relief man was down there greasing busses, and he had left the lights on in the grease pits; and he warned this fellow to turn the lights off. So he came in and saw me with the

lights on, and he called Mr. Nyland, the superintendent, over and said, "I warned this fellow the last time I was in here about those lights, Jack. What about him?" I said, "You didn't warn me about the lights." In the office he told me the second time he had warned me about the lights.

Q. After Mr. Duvall discovered you were not a mechanic he told you you left a light on in the grease pit?

A. That is right.

Q. Nevertheless you were out and done?

A. Yes.

165 Q. How much were you getting when you were discharged?

A. Forty cents an hour.

Q. Eight hour day?

A. Yes, sir.

Q. Have you ever worked since then?

A. No, I haven't.

Q. Have you ever been recalled by the company to go to work?

A. No.

Q. Were you the youngest or the oldest man in greasing buses?

A. I was the oldest man.

Q. Did you ever have a road failure laid to you in any of these football scores that were chalked up there?

A. Nobody ever told me anything about it.

Cross examination:

Q. (By Mr. BOWEN.) You say that Mr. Duvall had, however, caught you with the lights burning in the pits?

A. Yes; once.

Q. And yet he sent for you and brought you in and didn't know but what you were a mechanic?

A. Yes.

Q. Nevertheless, you are listed in the roster as a greaser?

A. Yes, sir.

Q. You had been warned several times about turning these lights out?

A. Not several times—once.

166 Q. It is a general rule, isn't it?

A. There is mechanics going up and down those pits all day long. After I turned them off they turned them on.

Q. When Mr. Duvall walks in, he walks in and sees you, and you are right in the adjacent pit?

A. Yes. That was the first time I was called.

Q. And Mr. Duvall was there to see you?

A. Yes.

Q. And your name appears on the roster as a greaser?

A. Yes, sir.

Q. And nevertheless he called you in and, as you state, took for granted you were a mechanic?

A. Well, he told me about the seventeen road failures, and told me he had to let me go.

Q. He told you he had to let you go because of your failure to observe these rules and regulations in the operation of that grease pit, and that you had a dirty grease pit in addition to this matter of the lights?

A. He never mentioned anything about dirty grease pit. I worked every night late in cleaning them up.

Q. Also, you had been reported several times for failure to report Alemite fittings, or replace Alemite fittings?

Chairman MADDEN. What do you mean by this report?

Mr. BOWEN. They were missing off of the buses and there was a failure for him to report it. The bus went out without any.

167 Mr. SMITH. When would the absence of the cup be discovered?

Mr. BOWEN. Now you are getting into technicalities of the operation of the grease cup. I would suggest you ask the young man.

Mr. WATTS. May I suggest we ask the gentlemen who will undoubtedly follow our case to testify about it.

Mr. BOWEN. I don't know anything about the operation of an Alemite machine any more than a child does, and this gentleman does know, so the Board might ask him.

Mr. CARMODY. Of course, that was the occasion of the discharge so it is important.

Q. (By Mr. BOWEN.) You know what it means to fail to report them?

A. You are supposed to write them up on a service order if you don't have time to put them on yourself, but we never had time to do that.

Q. (By Mr. SMITH.) When is the failure of the cup made known to the garage?

A. If something burns out and it don't have an Alemite in, it is laid directly to the greaser.

Q. Should it be laid directly to the greaser?

A. Not necessarily. They can fall out on the road. A drive shaft can come out and they can come out.

Q. Is it your impression most of the times when they are off it is the greaser's fault?

A. Well, most times, yes; but they had about 80 Alemites in

168 every coach and 20 to 25 coaches to grease a day. If a man stopped to put all those Alemites in, he would get one coach greased in 8 hours.

Q. (By Chairman MADDEN.) How did you work it when there was an Alemite fitting out? What did you do about it?

A. Well, if it was out or broken, I would write it on the service card and a mechanic would install it.

Q. (By Mr. SMITH.) A new one, if it was broken off. What did you do if it wasn't there?

A. I always carried them in an apron I had, and I would screw one in.

Q. (By Chairman MADDEN.) Did you do that part of your job properly?

A. I did what I thought was right.

Q. What did you think was right?

A. What I told you. If there was one missing, I put another one in. If there was one broken, I would say to the gas man, "There is one out of here." Write it up on the service order, and if the mechanic didn't put it in, it wasn't my fault.

Q. You did then all you were supposed to do?

A. Yes, sir.

Q. I get the impression from the way you put it that maybe you didn't take that part of your job very seriously. You say you did what you could, but you were awfully busy and you had 25
169 busses, and each bus had 80 fittings. Was your work ever criticized on that?

A. Nobody ever told me anything about it. Once he brought it up in a meeting, and Mr. Nyland said he wanted Alemites installed in all Alemites that were out. He wanted them installed. He brought that up at a safety meeting. That is the only time I heard anything about it.

Q. I wish you would tell us again about the conversation you had with Mr. Sprain when you drove in to the Fort Pitt Hotel.

A. We were driving over, and he asked me if we had all the boys signed up, and I told him I didn't know if we had them all signed up or not. And he said, "Do you know what is going to happen to that garage?" I said no. He said, "We are going to pull all the buses out of there, all of them, and use that as a storage garage; just run the buses into Pittsburgh to store and gas them and grease them and send them back out, and then let those mechanics see where they can go. They can go on relief or any place they want. They are never satisfied." He said, "We pay the highest wages of any garage in the System." I said, "Well, I am a greaser. I guess I will have my job", and he said, "I guess so."

Q. (By Mr. SMITH). At this meeting on July 10th, who did you see in the automobile?

A. Mr. Bauer and Mr. Nyland.

Q. Where were you?

A. Entering the building.

213 Q. They were across the street?

A. No; on the same side of the street as the building was on.

Q. What were they doing?

A. Sitting in the automobile.

Q. You didn't have any conversation with them?

A. No; I did not.

Q. How far away would you say they were?

A. I would say about twenty-five feet.

Q. (By Mr. BOWEN). Where there are missing these parts for Alemiting and the coach goes out, do I understand you to say that may lead to certain mechanical parts of the coach burning out?

A. Yes.

Q. And that is quite a serious and expensive thing, isn't it?

A. I imagine so.

Q. What might burn out—an axle or something of that nature?

A. Anything may burn out—a fan or rear end, if you didn't put grease in the rear end, or transmission. There are hundreds of such things that can burn out.

Q. Are you employed now, Mr. Burns?

A. No; I am not.

Q. And have not been since you left the Greyhound?

A. No, sir.

Q. Had you ever advised the officials of the company that you were a member of this Union of the Amalgamated?

171 A. No, I did not.

Q. Did you know of there being posted in this garage no-

tice that you were entitled to join any union that you may desire or have any representative?

A. I never saw it.

Q. Didn't you know of the code that was in effect in the motor industry in which the Greyhound Lines participated and signed up that gave you that right?

A. I heard something about it, yes.

Q. That was discussed generally? The men knew those were their rights, didn't they?

A. Yes.

Q. Did you participate in the election of Greyhound Employees' Organization?

A. In 1934, I did.

Q. That was the last election that was held?

A. Yes.

Q. And did you know of the provisions in the bylaws of that association for making complaint if they felt they were dealt with unfairly?

A. Yes.

Q. Did you ever make a complaint?

A. I did not.

Q. Did you ever have a representative of your present Union, the Amalgamated, take that up with the Greyhound people and
172 try to secure any correction?

A. I don't know.

Q. As far as you know, they did not?

A. No.

Q. You had known, Mr. Burns, hadn't you of this condition that was existing in the Pittsburgh garage of this large number of road failures?

A. Yes.

Q. And you knew it was being taken up by the officials with the employees?

A. Well, yes.

Q. And after it had gone on and reached the point where apparently there was going to be something done about it, Mr. Duvall happened to walk into the garage and caught you with your lights on in the grease pit?

A. What has that to do with road failures?

Q. Isn't that what happened?

A. That is what happened, yes.

Q. And it was at the termination of this conversation about road failures—

A. Yes; but he accused me of telling me twice and he told me only once.

Q. You say when he was there the time before and caught it it was your helper?

A. It was the relief greaser. I was at lunch.

173 Q. At least it was in the same place?

A. Yes.

Q. And you knew that these lights ought to be turned out?

A. Yes.

Q. (By Mr. CARMODY.) What are the lights there for?

A. To see under those buses. You are down underneath the bus. You go down the steps and you are in the so-called pit underneath the bus.

Q. Is the rule requiring they be turned out a safety rule or an economy rule?

A. I imagine that would be an economy rule.

Q. (By Mr. BOWEN.) Do you know of other members of your Union that are now working for Greyhound?

A. I don't know who is signed up or how many is signed up.

Q. At least you know a great many of these men that attended these meetings you attended are still employed by Greyhound, don't you?

A. Well, yes, some of them.

Q. (By Mr. WATTS.) Regardless of all the things that might have burned out as result of improper lubrication, none of them were ever charged to you in actual practice, were they?

A. No, sir.

Q. And as to this statement about the right of employees to organize as they wanted to, those are the words of the company as distinct from the acts you have been testifying about here
174 today?

A. Yes.

(Witness excused.)

ROBERT MAXWELL was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where you live, Mr. Maxwell?

A. 408 Jackson Street, North Side.

Q. Married?

A. Yes, sir.

Q. Any children?

A. One.

Q. Do you work for the respondent companies in the Pittsburgh garage or did you?

A. I did.

Q. When were you hired?

A. The first part of January 1934.

Q. When you were hired did you make out a written application for employment such as the one I am now showing you?

(Board's Exhibit No. 43, Witness Maxwell, marked for identification.)

A. I did.

Q. What did you do there at the garage?

A. Well, when I left I was the touch-up painter; before that I had been a greaser, cleaner, general handy man.

Q. Did you ever do any mechanical work?

175 A. No, sir.

Q. Now, then, in June of 1935 in the paint shop did you have a conversation with Mr. Bremmier?

A. I did.

Q. About the Union?

A. I did.

Q. What did Mr. Bremmier say to you, and what did you say to him?

A. Shall I use his exact words?

Q. Yes.

A. A little after the Union meeting on May 28th, about two mornings after, I think, to be exact, Mr. Bremmier came into the paint shop where I was doing some work, and he said to me, "You wasn't at the Union meeting the other evening?" I said, "No, sir. I had to work." He said, "Do you intend to go to any?" I said, "Every chance I get I intend to go." He said, "Well, if you know what the hell is good for you, you will stay away from them." That is his exact words.

Q. Were there other occasions after that when Mr. Bremmier made similar statements to you?

A. That is the only time I have any recollection of.

Q. When did you join the Local Division 1063?

A. July 11th.

Q. Of this year?

A. Yes, sir.

176 Q. Who is Mr. Joe Gaughn?

A. He is a painter; also, right now he is shop representative—district representative.

Q. He is one of the representatives of the Employees' Association of the Pittsburgh garage?

A. Yes, sir.

Q. Did you have a conversation with Mr. Gaughn some time after the first of September of this year?

A. Yes.

Q. What did he have to say?

A. He asked me if I joined the Union, and before that every time he asked me I always said no. This time I said yes. That is all there was to that conversation.

Q. When were you discharged by the company?

A. September 18th.

Q. Who discharged you?

A. John Lydon, the clerk.

Q. Did he give any reason for it?

A. No.

Q. Did you ask him?

A. I asked him, and he said to the best of his knowledge he didn't know. He said he had orders to let me go. He asked for my tool check, and I handed him my check, and that was all. The next morning I went to see Mr. Sprain.

Q. What did he say? What did you go there for?

177 A. I went to find out the reason why I was let go. The night I left there was no boss there—no foreman; Mr. Nyland was on his vacation, and the next morning I went to see Mr. Sprain.

Q. What did he say to you?

A. I asked him the reason why I had been let go. He said, "We have been having a great deal of trouble with transfers and 'Decals'", and the previous evening I left three "Decals" laying on the desk.

Q. When you are talking about transfers you are not talking about something passengers use to get from one vehicle to another?

A. No, sir.

Q. You are talking about a thing that is made up in the form of a greyhound and put on the side of the bus?

A. Also different things like that.
Q. You were charged with leaving some dogs out. Is that right?
A. That is right.
Q. Was there any other reason given for your discharge?
A. To the best of Mr. Sprain's knowledge that is all he had against me.
Q. These were paper dogs?
A. Yes.
Q. Did it do any harm to leave them out?
A. No; they were put on the bus the next morning.
Q. Did you ever leave any out before?
A. Yes; quite a few times.
178 Q. Did anybody say anything to you then about leaving them out?
A. No.
Q. How much were you getting when you were discharged?
A. Forty-five cents an hour.
Q. Eight-hour day?
A. Yes.
Q. Have you had any job since then?
A. No.
Q. Did you ask the Greyhound for a recommendation?
A. Yes.
Q. Did they give you one?
A. They did.
(Board's Exhibit No. 44, Witness Maxwell, marked for identification.)
Q. I show you Board Exhibit No. 44, and ask you if this is a photostatic copy of the letter which you received.
A. It is.
Mr. WATTS. I offer this in evidence.
Mr. BOWEN. No objection.
(Board Exhibit No. 44 for identification, Witness Maxwell, received in evidence.)
Mr. WATTS. This letter, if the Board please, is a letter of recommendation, stating on the heading, "Pennsylvania Greyhound Lines, Inc.
To whom it may concern: This will introduce the bearer,
179 Robert Maxwell, who has been in the employ of this company for the past two years as cleaner and touch-up painter. Mr. Maxwell has capabilities which should make him a good employee for anyone needing the services of a man in his line of work."
Cross examination:
Q. (By Mr. BOWEN.) You had started working at the Pittsburgh garage the first of January 1934?
A. Some time in January. I am not certain of the date.
Q. And before you got through working you had received three increases in pay, hadn't you?
A. That is right.
Q. And the last increase was a rate of thirty-five to forty-five cents an hour?
A. Thirty-eight.
Q. From thirty-eight to forty-five?
A. That is right.

Q. And that was partly due to adjustments in classification?
A. To a certain extent.
Q. So you had been treated pretty well by the company in the matter of pay increases?
A. Not when you consider what I started for.
Q. I say in the matter of pay increases.
A. No; not in comparison with the other men.
Q. You were not satisfied with these increases?
A. No, sir, I was not; not like that.
180 Q. Now, this man, Mr. Gaughn, that you spoke about that referred to a Union. Who was he?
A. He was a painter.
Q. He isn't an official or foreman of the company?
A. No, sir.
Q. The only time anybody who was an official said anything was Mr. Bremmier whom you saw a few days after the meeting on May 28th?
A. That is right.
Q. And you were not discharged until September 18th, about a month or so after these other men had been discharged?
A. That is right.
Q. More than a month after?
A. That is right.
Q. And you were told by Mr. Sprain that the cause of your discharge was this proposition of leaving unfinished work at the end of the day that had to be finished or it would become useless?
A. That was his reference; yes.
Q. You had left that work unfinished?
A. It wasn't unfinished.
Q. It was left out and you hadn't finished the job?
A. Well, the work was finished the next morning, and there was no loss to the company in any way.
Q. Don't those things become destroyed if they were left
181 out all night?
A. No, sir.
Q. Don't they crack?
A. Not if they are taken care of properly.
Q. They weren't taken care of properly, were they?
A. To tell the truth I think there was certain prejudice in the shop and that was the reason I was let go.
Q. I am asking you about this job that you permitted to remain unfinished—a job that unless it was finished that night became a loss to the company.
A. There was no loss; I am telling you that.
Q. And you didn't have enough interest in your work for the company to stay there and finish a job that you knew might become useless?
A. I asked Mr. Bremmier that night if he wanted me to stay and work overtime and get them on, and he said, "No, you don't have to. Go on home."
Q. Did he tell you that?
A. Yes.
Q. Did you tell Mr. Sprain that at the time you were discharged?
A. Yes.

Q. There was never any reason given you for your being discharged except this neglect to take care of the property?

A. Yes.

Q. These dogs that you referred to sneeringly were bread
182 and butter to all of us?

A. Yes; I guess.

Q. And the fact they were on the side of the bus has built up the line so it is a paying institution?

Mr. WATTS. The witness didn't refer to them sneeringly.

Mr. CARMODY. I think in fairness to the witness that is right.

Mr. BOWEN. I think possibly it was the language of counsel on the other side.

Mr. WATTS. I shall be glad to accept the language.

Mr. BOWEN. I don't think this employee who had worked for the company and helped build it up would use this language.

Q. You knew the other men of the Greyhound organization belonged to this union?

A. I did.

Q. And they are still working for the company?

A. I think so. I wouldn't say for sure.

Q. Did you participate in the election of Greyhound Employees Organization?

A. One of them; 1934.

Q. That was the only one that took place during the time of your employ?

A. No. There was another one since then.

Q. That is, you were still employed when they held the election for this year—1935?

183 A. That is right.

Q. That occurred before your discharge on the 18th of September and subsequent to the first of August?

A. That is right.

Q. And were you aware of the provisions and the regulations of that Association that if you had any complaint to make about your discharge, that it could be taken up through the various committees and passed up?

A. I was the day I was fired, but before that I never had any knowledge of what those rules really were.

Q. But you were aware the day you were fired that there were such rules?

A. Yes.

Q. Did you ever make a complaint?

A. That is the reason I went up next morning to see Mr. Sprain.

Q. Did you take it up with your committeeman?

A. No; I didn't.

Q. Wasn't that the proper man to take it up with?

A. It should have been, but I didn't think it was necessary.

Q. Did you have your own Local Amalgamated take up with the company and endeavor to get corrected anything you thought was unfair to you?

A. To the best of my knowledge I don't think so.

Q. Had you ever been spoken to before this time of the discharge

at which you left this property relative to the kind of work
184 you were doing?

A. No, sir; in fact I asked Mr. Nyland two or three times if my work was O. K. and he said yes.

Q. So in all other respects your relations with the company had been perfectly agreeable?

A. To the best of my knowledge; yes.

Q. But you didn't think you were getting enough money?

A. I don't; no, sir.

Q. But you had been reclassified on the first day of July so as to jump your rate from thirty-eight to forty-five cents an hour?

A. Yes, sir.

Redirect examination:

Q. (By Mr. WATTS.) You have been asked whether or not the local committeeman wasn't the proper man to take up a dispute with. That is true provided you chose to use the machinery of the Employees' Association?

A. That is right.

Q. You, however, before your discharge, had made a selection of who you wanted to have represent you?

A. I did.

Q. Local Division 1063?

A. That is right.

Q. You didn't go to your representative because you simply no longer cared to be represented by such gentlemen?

A. That is right.

185 Recross examination:

Q. (By Mr. BOWEN.) Did you ever ask to have your representative of the Local of the Amalgamated take it up?

A. No; outside of giving him the facts of my release from the company.

Q. And you know he never did take it up?

A. No; I can't say I do.

Q. And you knew this rule of the company that they would recognize a representative of the employee regardless of who it was?

A. Yes; I knew that.

Q. And the rule posted in the garage was you could join any union you wanted—that that was the employee's right?

A. I have never even seen it to be truthful.

Q. You don't know whether it was there or not?

A. No.

Q. But you do know the motor industry or the Greyhound Lines had subscribed to a code that provided such an agreement?

A. Yes.

Q. (By Chairman MADDEN.) You and the lawyers had an interesting conversation about the transfer of these greyhounds. I want to know how that is done.

A. You mean transferring of the dog to the bus?

Q. Yes.

A. Well, they come on three sheets of paper—two sheets to be exact. The dog is first washed off with gasoline and then a varnish is applied.

186 Q. Off what—the old dog off the bus?

A. That is cleaned off first and the new dog is washed with gasoline and cleaned to make it stick more thoroughly; then a thin application of varnish is put on and let stand until it gets very tacky—sticky—and then it is taken to the bus and the bus is washed down with water, and the transfer is pressed onto the bus; all the water is pressed out of it. The first paper is taken off, and the next one has to be washed off. After that the paper comes off and the outline of the dog is on the bus, and that has to be washed off. There is a sticky substance on it; if it isn't taken care of properly, it will curl up at the edges.

Q. How long does it take to put one of these on?

A. Well, considering the time it takes to dry and work time, half an hour; but the dog will possibly lay for twenty minutes. Half an hour I should say taking it off and putting a new one on.

Q. When you spoke of leaving the thing out you mean doing part of that process and not finishing it up?

A. I will explain that to you in my own words. I had three dogs left. They were varnished but not cut out around the outline of the dog. So that night I asked Mat if he wanted me to stay, and he said "No; go ahead." I left them lay on the bench so they wouldn't get any dirt on, and the next morning I cut them around the outline and put them on the bus, and there was no damage to them.

187 Q. You revarnished them?

A. Yes, and cut them out.

Q. (By Mr. SMITH.) Where might they have been left other than where you left them?

A. If they had not been varnished, you could have put them on the rack.

Q. (By Chairman MADDEN.) When you had three of them going at one time that way, how long would it take to finish up the three?

A. Well, at most an hour. You had to wait until they dried properly to put on the bus.

Q. Wouldn't it have been wise not to start those three when it was so near quitting time?

A. Well, we had been out of them for over a month, and Mat told me that morning to get a lot of them ready; and I had twenty dogs and quite a few Keystone transfers to put on, and when quitting time came with all the things I had to do I didn't have time to put those three on.

Q. You thought there was some question of whether they ought not to be finished and you spoke to the foreman?

A. Yes; but I don't think he knew I had the three left there.

Q. What did you speak to him about?

A. We always had to find out whether they wanted us to stay and work overtime or not, and I asked him if he wanted me to stay and he said, "No; go ahead home." So I went back and put

188 the dogs where they wouldn't get any dust on them.

Q. You say you don't think he knew you had the dogs there?

A. I don't think he did.

Q. (By Mr. BOWEN.) You didn't tell him then that you had these three out?

A. He should have known in a way.

Q. But you didn't tell him?

A. When he came back there he should have realized I would never have had time to get them on from the time he came back until quitting time.

Q. When he told you to go home you didn't tell him you had these three out?

A. He should have known.

Q. (By Mr. CARMODY.) Was that the first time that happened that you were partly through with the job at quitting time?

A. That was the first time.

Q. (By Chairman MADDEN.) How did they find out you hadn't finished with those three dogs?

A. The foreman came back, I guess, in his inspection and saw them.

Q. (By Mr. SMITH.) All that actually happened is the next day you had to take time to revarnish the three?

A. Yes; and put them on.

Q. They were not injured?

A. No; not one iota. In fact, Mat came down and asked
189 Joe Gaughn, the head painter there, and Joe told him there was no damage to the dogs in any way.

Q. (By Chairman MADDEN.) Is there any way you should have known about this thing, whether you should have worked over-time to finish that kind of job?

A. Well, we usually always found out if the bus was going out and if we had anything to do on it whether they wanted us to stay and work.

Q. (By Mr. CARMODY.) If the bus is going out, it is customary to stay and finish everything up?

A. Yes.

Q. If it isn't going out, it is customary to finish the next day?

A. Yes.

Q. Referring back to previous testimony this morning, somebody talked about taking off time because he had earned over-time. Is that a rule when you have worked over-time to accumulate leave instead of getting extra time for the over-time?

A. We worked forty-eight hours a week, six hours a week over-time. We worked in a six week period. At the end of those six weeks as much time as we had accumulated we had to take it off before the six weeks' period was over.

Q. That was part of the Code arrangement to balance this thing up over the six weeks' period?

A. That is it.

Q. The scheme to increase buying power—purchasing
190 power. You talked about this election you participated in in 1934?

A. Yes.

Q. Did you vote in that election?

A. I did.

Q. How was the election arranged for? Who supervised the election?

A. Well, the men in the shop was given sheets of paper and they could name a candidate of their own.

Q. Blank sheets?

A. No; not exactly. Nominate such and such a man to run as committeeman.

Q. Who gave you that? That is a ballot, is it?

A. Yes.

Q. Who gave you that ballot?

A. That was distributed from the office.

Q. When—what time of day?

A. Not any particular time.

Q. During the day?

A. Yes.

Q. And how much in advance of the actual voting?

A. I should say two weeks.

Q. The ballots were distributed two weeks before the election?

A. Not the ballots.

Q. What?

A. The paper for selection of candidates.

191 Mr. WATTS. May I say this entire subject matter will be described in detail by a witness. I can't do it all at once.

Mr. CARMODY. The election has been referred to many times today, and we have had no information about how the election was held, who conducted it, how the ballots were counted, whether it was a secret election, who managed it, and what not. I hope we can get that into the record here.

Mr. WATTS. I think I can assure you of that.

(Witness excused.)

Chairman MADDEN. We will adjourn until tomorrow morning at ten o'clock.

(Whereupon, at 4:40 p. m., October 22, 1935, an adjournment was taken until 10:00 a. m., October 23, 1935.)

192 PITTSBURGH, PA., *October 23, 1935—10 a. m.*

Met pursuant to adjournment.

F. L. KLEINSCHMIDT was sworn and testified as follows:

Direct Examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Kleinschmidt?

A. 360 Park Avenue, Cohasset, N. Y.

Q. What is your occupation?

A. Superintendent, Group Division, Metropolitan Life Insurance Company.

Q. How long have you been so employed?

A. In that capacity ten years.

Q. And you are here pursuant to a subpoena issued to you by this Board, are you not?

A. Correct.

Q. Have you examined the records of the Metropolitan Life Insurance Company, and as a result of such examination can you state to this Board whether or not the Greyhound Management Company has taken out, for the benefit of its employes, a basic group insurance policy?

A. They have.

Q. Under the provisions of that basic group insurance policy is it true that any individual employes who desire to do so may apply for insurance?

A. That is correct.

193 Q. And if such application is received, there would be issued to such individual employe a certificate evidencing the fact that he is protected under that general group policy held by his employer; is that correct?

A. That is correct.

Q. Will you refer to your records and produce, if you have such documents, any applications for such insurance filed with the Metropolitan Life Insurance Company by the following men: Lester Moberley, Erwin D. Matthews, John Rihr, Albert J. McKelvey, Chester Lehman, Emit Law, Steven Mitchell, Robert Maxwell, and Alfred Burns?

A. May I submit photographs instead of the originals?

Q. First, have you the originals with you?

A. I have the originals with me.

K. And you have produced with those photostat copy of each; is that correct?

A. That is correct.

Q. Will you please hand me the applications to which I have just referred?

A. The photograph copies are attached.

Q. Just give me the photographs and you retain the originals.

A. (Handed to counsel.)

(Board's Exhibits Nos. 45 to 53, inclusive, Witness Kleinschmidt, marked for identification.)

194 Q. Referring now to Board's Exhibits, for identification, Nos. 45 to 53, inclusive, I ask you whether or not these represent the original applications filed with the Metropolitan Insurance Company by each of the men whose names I gave you before, for insurance under group policy issued to the Greyhound Management Company by your Company?

A. They do.

Mr. WATTS. I offer them in evidence.

Mr. BOWEN. We have no objection. I call the Board's attention that some are made out "Greyhound Management Company" and some "Greyhound Bus Lines."

Chairman MADDEN. They may be admitted.

(Board's Identification Exhibits Nos. 45 to 53, inclusive, Witness Kleinschmidt, received in evidence.)

Q. Now, then, Mr. Kleinschmidt, after the receipt of these individual applications, Board's Exhibits Nos. 45 to 53, inclusive, there would be issued in the regular course a certificate to each of those applicants for insurance, would there not?

A. That is correct.

Q. I show you Board's Exhibits Nos. 34 and 36 and ask you if that is the form in which such certificates are issued?

A. That is correct.

Q. Now, after the issuance of a certificate such as Board's Exhibit 34, or Board's Exhibit 36, following the receipt of an

application such as we now have in evidence, will you tell the
195 Board, briefly, how the matter of premium payment is handled. Who pays the premium?

A. The premium is paid by the employer to the Insurance Company.

Q. And does the employer contribute the entire amount of that premium?

A. Under this contract the employes contribute part of the premium.

Q. So that it is a joint contribution, as far as the premium on any individual policy is concerned, between the man insured and his employer?

A. That is correct.

Q. With the actual payment of the total premium being made by the employer to the Metropolitan Life Insurance Company; is that correct?

A. That is right.

Q. I now ask you to examine your records and state whether or not you have any record as to whether these policies, issued upon Board's Exhibits 45 to 53, inclusive, are now in force and effect?

A. Our records show that only one of them is now in effect, the others having been cancelled.

Q. Which is the one now in effect?

A. Lester R. Moberly.

Q. Are you sure of that?

196 A. No; I will correct that. Robert Maxwell.

Q. Now, do you have the records of your Company showing why this insurance is not in effect as to the men whose names I have mentioned?

A. I have a form completed by the employer, notifying us to cancel the insurance.

Q. On the men whose names I have read to you before?

A. Yes.

Q. Will you produce those records of the Metropolitan Life Insurance Company, please?

A. May I again submit photographs?

Q. Certainly.

A. (Produces photographs.)

(Board's Exhibits Nos. 54 and 55, Witness Kleinschmidt, marked for identification.)

Q. Now, calling your attention to Board's Exhibits 54 and 55, for identification, I ask you if this is an original document made out by the employer and submitted to your Insurance Company as the basis upon which your Insurance Company shall act in respect to these policies?

A. They are.

Mr. WATTS. I offer them in evidence.

Mr. BOWEN. I call the Board's attention to a great many more names upon these than those involved in this case.

Mr. WATTS. We will not concern ourselves with any but
197 the gentlemen's names I read.

Chairman MADDEN. They may be admitted.

(Board's Exhibits Nos. 54 and 55, Witness Kleinschmidt, received in evidence.)

Mr. WATTS. I now call the Board's attention to Board's Exhibits 54 and 55, now in evidence. These documents, on a form of the Metropolitan Life Insurance Company, Group Clerical Division, are made out: "Group Policy No. 6055–G. L. H., Cleve. September 20, 1935", for Board's Exhibit 55, and "August 26, 1935", for Board's Exhibit 54. Upon these documents is given the heading "Pennsylvania Greyhound Lines—Compiled by Mr. J. J. Quinn, Office Manager." The first column gives the certificate numbers of the policies in question; the second column gives the full name of the individual employe insured, including the names of each of the men whom I have recited in questioning this witness. In each instance, in a following column, is a record of the date of cancellation of that policy; and in the next to the last column we have one entitled "Cause of cancellation." At the top of the printed form there are code numbers given for various causes of cancellation, as follows: I read: "Indicate by symbol cause of cancellation, termination of employment: 1–a, discharged or resigned; 1–b, temporary lay-off or leave of absence; 1–c, sickness or injury; 1–d, retirement; and 2, requested cancellation. And I call to the Board's attention
198 that in every instance, of the names read to this witness, the cause of cancellation is here given by the company as 1–a, discharged or resigned.

Mr. CARMODY. Is that over the signature of—

Mr. WATTS (interrupting). The Office Manager of the Company (addressing Mr. Bowen): Your witness, Mr. Bowen. Oh, one other question.

Q. By cancelling these policies, the employer company saved the amount of the premium in each instance that it otherwise would pay?

A. Of course, there is no minimum after they are cancelled.

Cross examination:

Q. (By Mr. BOWEN.) Mr. Kleinschmidt, this insurance under which these employes of the Greyhound Lines were insured are under a so-called "blanket policy?"

A. Correct.

Q. That applied to what companies of the Greyhound System?

A. I have no record here, sir, to show. My best recollection is that it was issued to the Greyhound Management Company covering many of its companies.

Q. Covering all of the Greyhound——

A. (Interrupting.) I believe all of them. I know they are scattered throughout the country.

Q. And that is, if they were in different parts of the country than in this group here called the Pennsylvania Greyhound Lines?

A. Yes, sir.

199 Q. That is, so far as you know. But the Greyhound Lines, as far as the Pennsylvania Company, were under insurance, by the employes?

A. Right.

Q. Was this insurance arranged by the Greyhound Companies? Is that how the arrangement came about?

A. Yes.

Q. Will you just describe the nature of this insurance, how it is placed, and how the employe comes to take advantage of it; how he

participates, and what he contributes, and what the employer contributes? Just go ahead and explain that.

A. You want the detail as to coverage?

Q. Just the general plan—how it operates and what the insurance is, what it is supposed to protect.

A. The plan provides monthly insurance, and weekly accident and health benefits for all employes who make application and agree to contribute part of the cost, and who have a certain predetermined minimized amount of service with the Company. The employe has the option of taking the insurance, or not. The employe may cancel it, having once taken it. The insurance terminates when employment terminates. I will say that, briefly, that covers it.

Q. In the matter of premium, who participates in the payment?

A. The employer, under the contract, agrees to pay us for the premium.

200 Q. But the employe contributes——

A. (Interrupting.) Towards his—contributes part of the cost of the insurance.

Q. And that is part of the plan—part of the policy?

A. That is part of the plan.

Q. And do you know whether or not it is provided that the employer deducts from the payrolls this amount which he turns in?

A. Yes; the contributions from the employes are deducted from the payroll, on the basis of the authorization given them by the employe.

Q. What kind of insurance is this?

A. It is term insurance having no cash value, loan value, or paid up value.

Q. This so-called "term insurance", when it is ceased there is no part of the premiums made returnable? It has no cash value, or no paid up insurance?

A. That is right.

Q. How long after a man is removed from the payroll of the Company is it before the insurance policy is cancelled?

A. The contract provides that the insurance is cancelled when a man severs his employment.

Q. Isn't there a provision that a 30-day period lapses?

A. The employe has the option, within 31 days after termination of employment, to convert his life insurance into an individual

201 policy as issued by our Company, without medical examination, and he, of course, must pay the full premium.

Q. So, then, those insurance policies are not actually cancelled until 30 days after the man is removed from the payroll?

A. No; they are cancelled immediately.

Q. (By Chairman MADDEN.) If he dies within 30 days, he would not be protected?

A. That is right.

Q. (By Mr. BOWEN.) That is, that thirty days after the date that appears on this, as to the man being removed from the payroll, he has thirty or thirty-one day period in which to come in and take out a regular policy?

A. That is right—without examination.

Q. Yes. So that his rights then are preserved for at least thirty days after the date that he is removed from the payroll?

A. That is correct.

Q. These forms, such as Exhibits 54 and 55, are the general form that is passing between your Company and the Greyhound Companies right along?

A. That is the standard form used by all our group policy holders.

Q. These forms, such as Exhibits 54 and 55, that are filed with your Company, and by the Greyhound Companies that are insured,
202 are they made up from the payrolls of the Greyhound Companies, showing the date a man is removed from the payroll, and that that automatically comes to your office, and that you are notified that that man no longer is carrying this insurance under the plan?

Mr. WATTS. This is objected to, on the ground that it calls for a statement of opinion from this witness as to the basis upon which these Companies submit reports, a subject of which he could have no possible personal knowledge.

Mr. BOWEN. If he doesn't know, he can say so.

Chairman MADDEN. I suppose he would have the judgment of what the Company had these forms for.

Mr. WATTS. That is not what the question is. The question is—How does the Greyhound Management Company make up the form which it sends to the Insurance Company. The Company has a form it received. I object on the ground that it calls for a conclusion not within the knowledge of the witness. If counsel wants to prove it he may call the man who made it out.

Chairman MADDEN. The objection is overruled. (Addressing the witness): You may answer, if you can.

A. I do not know, sir.

Q. You are not entirely familiar, then, with the manner in which this plan operates, from the standpoint of the company that carries the insurance?

A. I am not clear as to the clerical detail which is followed by the company in the completion of its records.

203 Q. You don't know where they get this information from?

A. No, sir.

Q. (By Mr. WATTS.) But sir; Board's Exhibits 54 and 55 are the official form made out by group employer upon which it asks you, the Insurance Company, to act in cancelling a policy?

A. That is correct.

Chairman MADDEN. I should like to ask this witness a question.

Q. (By Chairman MADDEN.) Take that column in which is indicated the reason for the insurance being dropped. Would it make any difference to the Company whether the right reason was given there, or the wrong reason? Suppose they did say the reason was "discharged" when, in fact, it was some other reason?

Mr. BOWEN. May I ask the Chairman, when he refers to the "Company", to state whether he means the Insurance Company or the Insured.

Q. (Chairman MADDEN.) Would it make any difference to the Insurance Company whether they gave the right reason——

A. I would say not. If I could explain what those reasons are for——

Q. Go ahead and explain.

A. Certain contracts—Of course, this form is the standard form used by some four thousand corporations that we have insured.

204 Some companies provide for the continuance of insurance on retired employees; some provide for other action to be taken. On those it is helpful if we know whether the man's insurance was cancelled because of retirement. That is one class. I am working up. The next, 1–c "sickness or injury", we always recommend continuance of insurance on employes who stop work because of sickness or injury—and we have rather definite instructions, if such cause is given, to so recommend to the employer before action is taken on the cancellation. Other contracts provide that in the event of temporary layoff or leave of absence the employe has the right to continue his contributions to the cost of the insurance for a predetermined period, so as to keep his protection in force during such period.

Q. You mean, he pays the whole premium?

A. No; he continues to pay his part, and the employer continues to pay his share.

Q. If he does?

A. That's right. So in a way those are causes, you might say, to our clerks, to pick up these items on our cancellation forms that might be helpful in handling the insurance problem.

Q. And in advising——

A. ——the employer of that.

Q. Then if the information is not accurate, you would not know what advice to give?

A. No, sir.

205 2. (By Mr. SMITH.) I would like to ask a question. If the employer desired to have an arrangement in regard to the insurance, that an employe temporarily laid off may continue to pay his share of the premium and the employer also pays his share, does that appear on the face of the policy—that arrangement?

A. By "policy" I presume you mean the certificate the individual gets?

Q. Yes.

A. Not generally; it is generally included in an announcement of the plan to the employes.

Q. Have you any evidence as to the practice intended to be followed by the Greyhound Company in that regard?

A. I haven't anything with me; no.

Q. Would you have any records in regard to that?

A. I have a recollection of it which I think is fairly accurate—that the contract does provide that the employes might continue, if they tender their contributions, might continue insurance during a period of temporary layoff.

Q. And the employer, in such case, would continue his own?

A. He would have to. You see, the employer gives a check for the full amount, and that would include what he had received from the employe.

Q. (By Chairman MADDEN.) At what periods are these premiums paid? Monthly?

206 A. Monthly.

Q. And in advance?

A. Yes, sir.

Q. (By Mr. CARMODY.) May I ask one question? If I understand you correctly, the policy is not issued to the employe until he has signed an application for it; is that true?

A. Was that the "employer"?

Q. No; the employe.

A. Yes; he must sign an application.

Q. Indicating that he not only wishes to have this insurance, but that he is willing to pay his share of the cost?

A. That is correct.

Q. Now, the employe, in other words, has had some representation in this taxation business—he is paying tax for insurance and he is represented there by his own signature?

A. Correct.

Q. Now, that is a contract, isn't it?

A. (No response.)

Q. (By Chairman MADDEN.) Are you a lawyer?

A. No; I am not.

Mr. CARMODY. We will not pursue it. We will ask a lawyer if that is the contract, what part does the employe pay if abrogating or discontinuing that policy?

A. (Continuing.) The employe has the right to discontinue his contribution, which would terminate the insurance, or the
207 insurance terminates when he severs his connection with the employer.

Q. So he may have nothing to say about that severance?

A. Right.

Q. (By Mr. BOWEN.) Do you know, Mr. Kleinschmidt, if there are any policies carried by these Greyhound Companies or employes that have been removed from the payrolls?

A. Of my own knowledge, no, sir.

Q. When you get one of these forms Exhibits 54 and 55, that terminates the contract, and you do not question what may have given rise to the action of the Company in sending that report?

A. That is correct.

Mr. WATTS. At this time I call to the Board's attention that, especially on this Exhibit 55, the employer has taken pains to set forth, in some instances—not of the men whose names I have read here—all causes other than discharge or resignation. I read, for instance, one name, "P. E. Kate", and in the next to the last column the code set forth is 1–b, and in the last column, written out, is "layoff." That is what is done in that situation. 1–a is the symbol used for the men here. [Addressing witness:] That is all, Mr. Kleinschmidt.

(Witness excused.)

ALEXANDER H. KEELER was sworn and testified as follows:

Direct examination:

208 Q. (By Mr. WATTS.) Where do you live, Mr. Keeler?

A. 1838 North Marsden Street, Philadelphia.

Q. What is your occupation?

A. Bus driver.

Q. By whom are you employed?

A. Pennsylvania Greyhound Company.

Q. You are here pursuant to a subpoena?

A. Yes, sir.

Q. When were you hired?

A. Well, I was hired with the P. R. T. on May 9, 1928, continued my employment there, and was transferred over with the Greyhound when the Greyhound acquired the P. R. T.

Q. When was that?

A. January, 1931.

Q. And at that time what was your position—at the time of the acquisition of the P. R. T. by the Pennsylvania Greyhound?

A. Supervisor at Marklesville.

Q. (By Chairman MADDEN.) What is the P. R. T.?

A. Philadelphia Rapid Transit—that's the People's Rapid Transit

Mr. BOWEN. It is now one of the Greyhound group, but its name has been changed.

Chairman MADDEN. You mean, the whole Philadelphia Rapid Transit?

Mr. WATTS. The People's Rapid Transit.

Mr. BOWEN. It's a New Jersey corporation.

209 Q. (By Mr. WATTS.) Since 1931 you have been acting as bus driver?

A. That's right.

Q. Have you ever received any certificate issued by your employer because of your record for safety operation.

A. Yes, sir.

Q. Have you that with you?

A. Yes, sir.

Q. Will you produce it, please?

A. (Produces card.)

Q. Will you read that into the record?

A. This was given to me for safe operation, ending September 19, 1932.

Q. Now, will you please start at the top and read what it says there, without any comments of your own. Just give us what is on the face of it.

A. (Reads:) "This is to certify that A. H. Keeler, while employed as a bus operator by the Company, through his carefulness and his observance of Safety Rules and Regulations, has completed a safe driving record for three years, ending September 19, 1932, and has been awarded a three-year non-accident button. This safety award merits the highest commendation of praise." Signed by President Caesar, Manager of Safety Personnel, Marklesville.

210 Q. Now, there is a garage at Philadelphia maintained as a point at which the buses of your employer can be kept in running operation?

A. That's right.

Q. And can you give us a general idea of how many men are employed there as mechanics and drivers?

A. Well, I can't give the accurate number, but about 185.

Q. And is the procedure in that garage that certain motor buses are allocated to Philadelphia for major repairs? Other buses, merely getting minor services, would they come in there?

A. No; they are not allocated to the Philadelphia garage.

Q. And the buses allocated to the Philadelphia garage get all their major work done there?

A. That's right.

Q. Now, you participated as an employe of the Company, did you not, in the Employes' Association election in 1933 and 1934?

A. In 1933 and 1934.

Q. Who acts as the teller for such elections in Philadelphia?

A. Well, they have an employe, it was one of the drivers; the Secretary to Mr. Cummings was the other.

Q. Who is Mr. Cummings?

A. Regional Manager.

Q. He holds the same job there that Mr. Crawford holds here at Pittsburgh; is that right?

A. That's right.

Q. Now, then, did there come a time when activity was
211 started at Philadelphia looking toward the formation of an independent labor organization?

A. Yes.

Q. Before that got under way was there ever any petition circulated by any of the employes to the general effect that they were happy and satisfied?

A. Yes.

Q. Now, when did that happen? Can you give us the approximate time?

A. Well, it was around the 3rd of June.

Q. And who circulated this petition?

Q. (By Mr. CARMODY.) What year?

A. 1935. (Continuing.) A driver by the name of Carl Kerner.

Q. (By Mr. WATTS.) Were you asked to sign this petition?

A. Yes; I was approached by him and asked to sign the petition. I looked it over and I said, "There is no reason why we should sign this petition, there's no trouble of any kind; I don't think it's right." So he says, "Well, use your own judgment, but you won't last long if you don't." So, in order to protect myself at that time I signed it.

Q. Now, then, in July of this year did Mr. Davidson and Mr. Clark come to Philadelphia and contact you on the subject of the independent labor organization?

A. Yes, sir.

Q. Well, now, tell us what it was they discussed with you
212 when they first came to see you.

A. Well, of course, Mr. Davidson and I had discussed it some time ago, but then when he came up to Philadelphia we went into it in detail. He explained to me the workings, and the men they needed, and after I got the explanation I investigated for myself that everything was all right. He explained the conditions in Pittsburgh, and I agreed to go along.

Q. Now, then, what did you start doing?

A. Well, we started organizing. I pulled my car right in front of the garage, July 26th.

Q. (By Mr. BOWEN) You did what?

A. Pulled my automobile in front of the garage on Girard Avenue, Philadelphia. And there myself, with the assistance of Mr. Clark, who was signed up——

Q. (By Mr. WATTS.) (Interrupting.) Began taking applications for membership?

A. That's right.

Q. In Local Division No. 1063 Amalgamated Association?
A. That's right.
Q. What day of the week was that, do you remember?
A. Friday.
Q. Did you do any work on Saturday—I mean, seeking to get applications?
A. Well, I got a few on Saturday.
Q. Did anything happen on Sunday?
213 A. Well, I didn't get any applications on Sunday. But I was going to work at Broad Street Station; I was waiting for my bus to come in, and as I turned around I seen Mr. Cummings—I was sitting on a bus, and as I turned my head around I saw Mr. Cummings coming.
Q. That is the Regional Manager?
A. That's right. He spoke to me and came over to the bus and says, "What's this I hear about a Union?" I says, "No hearsay, we're starting one; its a fact, we're organizing." So he went into what Union it was, and I told him. He didn't say much then. We exchanged a few words but——
Q. (Interrupting.) Did he say anything about getting yourself tied up with the street car conductors?
A. Yes, as I remember, he did.
Q. What did he say?
A. He said, "I don't see why you should tie yourself up with the street car union." I said, "They have a bus union, it's all combined." So he didn't say much to that. Well, as I relieved my man and was ready to go, Mr. Cummings came over to me and says, "Al, I want to know the truth, are you fellows striking here tomorrow?" It made me laugh, because we had just started organizing and had just a few members signed up; we hadn't any thought or desire of starting a strike. So I told him that, and he invited me up to his office Monday morning to talk it over.
214 Q. What did he tell you was his reason for inquiring about a strike?
A. He said he had a phone call, and that's the reason he rushed down to the station to see me.
Q. Didn't he tell you where the phone call came from?
A. No.
Q. On Monday did you go to his office, as he invited you to do?
A. That's right.
Q. What did he say to you there?
A. He asked me about how many members I had. I said, "About sixty." He said, "Have you got that many?" I said, "Yes." He said, "Of course, I can't say anything for or against the Union, it's up to the men; if they want it, it's all right with me."
Q. He asked you how many joined, and other information about the Union?
A. That's it.
Q. After that he said, "It's up to the men?"
A. That's right.
Q. After you left his office did you meet anyone else?
A. His office is upstairs; I came downstairs and out onto the street, and a driver walked over to me and said, "Come on over here, I want to talk to you."

Q. (By Mr. BOWEN.) Can you give his name?

A. Howard Hughes. [Continuing.] He calls me over to
215 the car—there was a car parked there in front of the curb and it had four other men in it. Of course, they spoke in rough language, "What the hell was my idea of trying to start a union here?"

Q. Did anybody other than Mr. Cummings know you were going to be at that place, until you arrived there?

A. Not at the time.

Q. When you went out, these men were there waiting for you?

A. That's right.

Q. Now, then, did another petition appear reciting the satisfaction of the employes with the Company?

A. Yes; I just don't remember exactly whether it was that same night, or the following day.

Q. Well, now, in substance, what did this petition have to say?

A. Well, that the men were satisfied with conditions, with their Company Union, and didn't want anything to do with any outside organization.

Q. This is the second petition telling about how happy they were?

A. That's right.

Q. And did you give any advice to your members as to whether or not they should sign this document?

A. Yes.

Q. What did you tell them to do?

A. I got hold of as many members as I possibly could, and told them they better sign, for their own protection for the
216 time being, because it was put out for nothing else than to find out who were the members in our organization.

Q. Following the appearance of this second petition you had a call, did you not, at your house, from a man named Van Dyke?

A. That's right.

Q. Tell the Board who Mr. Van Dyke is.

A. Well, he came down——

Q. (Interrupting.) Who is he, first?

A. Committeeman for the Company Union.

Q. For the Philadelphia Regional?

A. That's right.

Q. Is he Chairman of that Committee?

A. This year he has been elected Chairman. It's his second term as Committeeman.

Q. All right; Mr. Van Dyke came to your home?

A. That's right.

Q. What time of the day?

A. That was about 1:00 o'clock.

Q. Morning? Afternoon? Night?

A. Afternoon.

Q. Did he have anyone with him?

A. Yes; he had another driver by the name of Mr. Lynch.

Q. Are you married?

A. Yes.

Q. Was your wife there when these gentlemen arrived?

217 A. Yes, sir.

Q. Did she hear what they had to say?

A. Yes, sir.

Q. Now, go ahead and tell the Board what they did have to say.

A. Well, they came down and said they were sent down by Mr. Cummings to interview me.

Q. (By Mr. BOWEN.) They told you that?

Mr. WATTS. That is what he has testified.

A. That is what I was told.

Mr. BOWEN. He can answer; he is an intelligent man.

Mr. WATTS. He holds a record of being an intelligent man.

A. (Continuing.) On account of me being employed with these boys—it happens Mr. Van Dyke is the oldest man in the garage—they wanted to do what they could with me. They said I made a mistake in agitating this organization, and if I would go up to the meeting with them—they had meetings amongst the men—and if I would go to the meeting—I just told the fellows I was going to quit. They also told me very plain that all the men that signed up had resigned, given up, and there was no one left in the organization but me, and they were going to do me a favor in taking me up to Mr. Cummings so I could continue with my work and he wouldn't hold anything against me.

Q. What did you say in response to this offer?

A. I said, "I can't see it", that they only got a few of the men that resigned.

218 Q. Was there any discussion around the garage as to the discharge of certain men in Pittsburgh?

A. Yes.

Q. What effect did it have on the question of Philadelphia men being interested in joining an independent labor organization?

Mr. BOWEN. That is pretty far fetched. I will have to object to that.

Mr. WATTS. I will withdraw the question.

Q. Did you talk with any of the men there in Philadelphia as to how they felt about joining an independent union, in the light of the events here in Pittsburgh?

A. Yes, that's the story.

Q. What did they have to tell you about their willingness, in view of the happenings in Pittsburgh, to join an independent organization?

Mr. BOWEN. Objected to as hearsay.

Mr. WATTS. I submit it is not hearsay. It is a statement as to the state of mind of these men, whether true or false. The witness is capable of saying.

Mr. BOWEN. This gentleman cannot determine state of mind.

A. They would not even talk to me.

Chairman MADDEN. I suppose he can testify as to the external evidences of that state of mind that were indicated by what they said. I should think it is admissible.

219 Q. Answer the question.

Mr. BOWEN. Let's find out who stated it.

Q. Answer.

A. After we had these stories that were circulated——

Mr. BOWEN. I object until he states who he had the conversation with.

Chairman MADDEN. I think he should state what the reports were—whether they did have to do with the thing in question here, or not.

Q. (By Chairman MADDEN.) What were these Pittsburgh stories?

A. The first report we got was that there were thirty-eight men fired out here—that was the first reports. They were circulated amongst the men. Then, of course, different numbers from time to time—it was changed to eighteen, then seventeen, and then it went up to forty. The men wouldn't talk to me, just ducked me, they were afraid if they were caught talking to me they would be fired.

Q. They didn't say to you that—because what they heard, what the Company was doing at Pittsburgh? You just surmized that?

Mr. WATTS. I call to the Board's attention that the witness testified they would not say anything to him following circulation of the rumors; therefore, he could not very well state the ground.

220 Q. I want you to state now whether any of the men have said to you directly that because of the things that were happening in Pittsburgh they would not join the Union, or were afraid to join the Union, or anything of that kind.

A. After these stories, of course, had been circulated I let it go for a few days, and then I continued trying to get some more new members, and as to everyone that I asked, they said, "Why, no; look what happened in Pittsburgh. I'm afraid to sign it, afraid to go along with you."

Q. (By Mr. WATTS.) Mr. Keeler, what does the Company now do with respect to your taking time off? Are you permitted to take time off?

A. Why, it's been very hard for me to get time off.

Q. And as of what date did that difficulty start?

A. Around the 26th—from the 26th of July right up until now. I have always had trouble getting off.

Q. When you report sick, what do they ask you to do?

A. Well, they wouldn't let me go to work until I had gotten a doctor's certificate.

Q. Since July?

A. That's right.

Q. Do they require a doctor's certificate of other employes that report sick?

A. I have never known it if they have, and I have turned in sick reports before and they never required a doctor's certificate.

221 Q. In July, after you and Mr. Davidson and Mr. Clark decided to organize Local Division No. 1063, Amalgamated Association did you have a conversation with Mr. Ed Gregory?

A. Yes, at the Broad Street Station.

Q. What does Mr. Gregory do?

A. He is Supervisor of the New York Lines.

Q. Go ahead and tell us what Mr. Gregory had on his mind.

Mr. Bowen. Objected to as entirely hearsay. If Mr. Gregory is connected in any way with the Company, I don't know it.

Chairman MADDEN. Who is Mr. Gregory?

Mr. WATTS. The witness has just testified he was Supervisor of the New York Lines.

Chairman MADDEN. With the Greyhound Lines?

Mr. WATTS. He works with the Greyhound Lines; that's right.

Q. Go ahead and tell us what he had to say.

A. Well, we got to talking about the Union, and of course he started criticizing, and he said he knew union delegates in Altantic City and they were nothing but a pack of bums.

Q. (By Mr. BOWEN.) He didn't say "prize fighters", did he?

A. (No response.)

Mr. WATTS. Mark this down as humor.

Q. (By Mr. WATTS.) What did Mr. Gregory say to you as to his advising other employes to stay out of the Union?

A. Said he has been talking to some of the men at Kingston, New Jersey, and told them they were fools if they got into it.

222 Q. (By Mr. CARMODY.) That is what he said to you?

A. That is what he said he told them. He didn't mention any names, he just said "drivers."

Q. (By Mr. WATTS.) In addition to the garage maintained at Philadelphia, do they have another garage at Bryn Mawr?

A. That's right.

Q. What is that—a sub-station?

A. That is just a local garage, run out from the main line.

Q. How many men working out there?

A. About forty.

Q. Drivers and mechanics?

A. Drivers and mechanics.

Q. Now, then, do you know how these men were paid—the basis of pay out at Bryn Mawr?

A. Hourly—63 cents an hour.

Q. (By Mr. CARMODY.) You say they were drivers and mechanics at that place?

A. Yes.

Q. Are you now testifying that that was the hourly rate for all those men?

A. Just the drivers.

Q. (By Mr. WATTS.) Had those drivers made any attempts, to your knowledge, to change the basis upon which they were to be paid?

A. Yes.

Q. What were they trying to get?

223 A. The monthly Safety Meetings we have in Philadelphia, they have asked Mr. Cummings there several times about an increase, and they wanted to know something about star drivership.

Q. Just pause there a moment. What is a "star driver" in the language of these respondent companies? What do you mean by that?

A. He is a man who doesn't have any accidents for a period of three years, and he has a good record with the company.

Q. Yes. Now, are you a star driver, by the way?

A. No, sir.

Q. You don't have a good record with the company; is that it?

A. I don't know.

Q. After you receive the "star driver" rating, financially what benefit is it to you?

A. It's a quarter of a cent a mile.

Q. Premium? Bonus on your pay?

A. That's right.

Q. It is a desirable thing to get to be a star driver?

A. That's right.

Q. Did you and Mr. Clark drive out to Bryn Mawr for the purpose of discussing with these employes out there the desirability of joining an independent labor organization?

A. That's right.

Q. What day of the week was it that you went out there?

A. That was Friday evening.

224 Q. Did you see any of the supervisors, officials, there?

A. Yes; in front of the garage was Mr. Broderick, who was Supervisor out there, and his assistant Mr. Beaver, and the shop foreman—I don't know his name—I have known him for a long time.

Q. Did you get any applications Friday night for membership in Local Division 1063?

A. No.

Q. Did you make any arrangement on Friday night to come back to Bryn Mawr?

A. Yes.

Q. When did you arrange to return?

A. About the middle of the following week, to have a big meeting, and then we were to sign up the men. They wanted to sign up that night, but we thought, "No, we'll get all of you together and make a full showing".

Q. Did you go back, in accordance with your plan, to Bryn Mawr?

A. Why, no.

Q. Did you talk to the men at the Bryn Mawr garage?

A. After that?

Q. Yes.

A. Yes, sir.

Q. What happened on Saturday, after your meeting out there Friday night at Bryn Mawr?

A. Mr. Cummings, and Mr. Van Dyke, who was a com-
225 mitteeman, went out to Bryn Mawr and gave the men an increase of 3 cents an hour, and 2 additional cents for star drivers—and I think they made about twelve of them that morning.

Q. So the day following your first appearance there the star drivers began to blossom; is that right?

A. That's right.

Q. And increases began to appear?

A. That's right.

Q. Following that were the men at Bryn Mawr much interested in filing applications with you for membership in Local Division No. 1063?

A. No; they said they thought they got a fair increase, and they wasn't going to mix themselves up now because they had been advised that the Union just died a natural death.

Q. Did you have a conversation with Mr. Van Dyke about this?

A. Yes.

Q. What did he say?

A. The next time he seen me was Saturday afternoon—or Sunday afternoon, I don't know which. He said, "We were out to Bryn Mawr, and it would be a good thing for you to stay away, because those guys are satisfied and maybe it wouldn't be so healthy for you if you pestered them again".

Q. He was your representative, wasn't he?

A. That's right.

Q. Now, then, since that occurrence to which you have been
226 testifying, did you have a meeting at Philadelphia with a gentleman by the name of Al Watson?

A. That's right.

Q. Tell the Board who Al Watson is.

A. He's a director of drivers.

Q. Where does he make his headquarters, if you know?

A. Cleveland.

Q. He is up there with Mr. Duvall?

A. No, Mr. Marcus Dow.

Q. In the Personnel Department?

A. That's right.

Q. Is he in general charge of drivers on the Lines?

A. Yes, he has a school out there, and in the spring months when new men are hired, he puts them through the training; and they can't go to work until he O K's them, as I understand it.

Q. Where did you run into Mr. Al Watson?—I am not speaking of your bus, but of yourself.

A. At the Broad Street Station.

Q. What were you doing at the Broad Street Station?

A. I come in off my run at the Broad Street Station.

Q. What was Mr. Watson doing there?

A. Standing there on the pavement.

Q. Did you have a conversation with him?

A. Yes; he got into my bus and said, "Hello." He looked
227 up and seen I didn't have a name plate—we had new name plates to identify us—he told me they were going to check it mine had been left in another bus and was lost for the time being. We stepped outside and had a little talk about different things. In a joking way I said to him, "How about signing you up for the Union?" He said, "Don't be foolish." We just kidded one another there for awhile. Finally we got serious—he said to me, "Don't you think you are foolish for messing with this? This is a good job you have, you're making more money than you can make anywhere else, other bus companies only pay 2 and 2½ cents a mile, the Union scale is only 2 cents; we don't have the Union scale for our bus drivers." He tried arguing that down with me there. I said to him—just to see what he wanted—I said, "At times I do get disgusted with these men; I'd like to quit, because I haven't even had a vacation this summer"; I said, "What would these men think of me?" He said, "Why don't you just get them all together and talk it over, and tell them you found out this organization, there's nothing to it. You'll just pay out a lot of money and get nothing for it", and there would be a cut in wages and all would be quitting at one time. I said, "Maybe that could be done, but I have friends in Pittsburgh, and what would they think of me if I do that?" He said, "Their's dropped out out there,

there's nothing to it; Davidson and them fellows haven't a
228 chance." I said, "Whether they have, or haven't, I'm going along, and I'm going to see this thing through"; "so", I said, "if you want to carry anything back, it's O K with me, it doesn't matter, but we have a membership here, I promised those men I would see it through, and I'm going to stick with them." He told me he was going to stay there ten days in Philadelphia. That's the last I have seen him, or anyone else has seen him in Philadelphia.

Mr. WATTS. Your witness.

CROSS EXAMINATION:

Q. (By Mr. BOWEN.) Mr. Keeler, this card you were given as for your good driving, just what is that in regard to matters of reward? What relation does it have to "gold star" or "silver star"? What is the different designations of these awards given drivers for safe operation?

A. Well, this button I have is just for driving; and of course as a star driver, if a man goes along for a certain period of time without any complaints against him, he's a star driver; that's about all I know.

Q. Don't you know they have silver stars and gold stars—having different meanings?

A. I never got any, so I don't know, and I haven't tried to find out much about them.

Q. The purpose of giving these rewards is in order to bring about safe operation of these vehicles on the highways; isn't
229 that right?

A. That's right.

Q. And they also pay the drivers a bonus to achieve that result?

A. That's right.

Q. This Al Watson you refer to belongs to the Safety Department?

A. That's right.

Q. And all of this scheme you have described is an endeavor on the part of the Company to operate these buses safely on the highway?

A. That's right.

Q. Now you have been, according to this card, a good driver for the period, at least, shown on that—and, I take it, you have been a good driver since. You know something about the hazard of driving buses on the highway?

A. Yes.

Q. Do you know of any more hazardous occupation that there is today?

A. No.

Q. It takes the entire thought and time of the man operating a bus on the highway to achieve a record of three years such as you've got, doesn't it?

A. That's right.

Q. And when you get an award for no accidents, that means that there has nothing happened in your driving career dur-
230 ing that period that has damaged any property, or that anybody has been injured, even the slightest?

A. It's supposed to be.

Q. Yes. And there are many drivers that run five years who have what they call "gold stars" or "silver stars"?

A. Gold.

Q. That they have such a record as that. And you have been interested in these safety contests that have been carried on to achieve those results?

A. Yes.

Q. During the time that you have worked with the Greyhound Lines they have greatly increased their efficiency in the operation of buses, in the matter of accidents?

A. That's right.

Q. Every endeavor is made by the employes, as well as the management, to eliminate accidents on the highways?

A. That's right.

Q. And the chief man, you might say, concerned with that is the driver of that bus; isn't that so?

A. Yes.

Q. And the Company recognizes him as one of the great responsible employes?

A. That's right.

Q. When you leave a bus station—say at Philadelphia destined for Pittsburgh—after you leave that station, you are the
231 Greyhound Lines entirely, so far as the public is concerned—those riding in your bus, and that you meet on the highway! There is no other official with you?

A. No.

Q. So you are the entire Greyhound Lines, so far as the operation of that bus is concerned?

A. That's right.

Q. Your passengers consider it so?

A. I believe I had a body guard for the last three months, the way they've been following me around.

Q. On the bus?

A. Yes.

Q. Maybe they are trying to protect you?

A. I guess.

Q. You are relating to the couple instances where the employes came out to see you? You didn't fear they were going to do you any bodily harm?

A. They threatened to, yes.

Q. Didn't you know these employes? They were men you worked with?

A. Yes.

Q. They weren't officials of the Company?

A. No.

Q. But they did belong to this other organization?

A. That's right.

232 Q. But you were not afraid they would do you bodily harm?

A. No, if they came in the open.

Q. You could take care of yourself even if they tried to molest you?

A. It just depends.

Q. Now this Mr. Davidson that you said came there to solicit your aid in organizing the employes—that was Mr. Davidson that was General Chairman of the whole Committee in this Greyhound employes' organization, before he was discharged?

A. That is correct.

Q. Do you remember when he was discharged?

A. Well, I don't know the exact time; it was about the end of May.

Q. May or June?

A. The end of May.

Q. So when the Company discharged him they discharged the highest man that there was in this employes' organization?

A. That's right.

Q. And during the time that you were engaged in organizing, and you said you drove your car down in front of the garage, was that during the time when these employes were engaged in their work?

A. Yes; we started sometime after the fellows got their checks, about 9.30 or 10.00 o'clock in the morning, and we continued working until about 2.00 o'clock in the morning.

233 Q. Was that a day you were off?

A. That was my regular day off.

Q. Now, you complained about the proposition that you were required to work during July and August. That is a particularly busy season, isn't it?

A. That's right.

Q. Good drivers at that time are a very valuable asset to the Company, aren't they?

A. That's correct.

Q. You know, Mr. Keeler, that so-called excellent drivers are not easily to train, or to obtain, don't you?

A. I believe so.

Q. And that during the summer rush, when business is at the peak, that the Company has to use every available driver that is fit for service?

A. That is right. But then this clique that was fighting me, they were off two to three days at a time. They have even said to me—Mr. Van Dyke says to me, "I'm getting paid for these days. How do you like that?"

Q. You mean the Chairman of this organization?

A. Him and eleven others. They have used even the Company car to go out and circulate this petition out at Bryn Mawr.

Q. You don't see anything actually wrong about the circulating of that petition, if the employes wanted to circulate it, and letting the Company know they were satisfied?

234 A. Sure.

Q. Would you see anything wrong if you went to the Company and said, "My relations with the Company are entirely all right"? Would you think that was an offense against the Company you worked for?

A. No; but they didn't work it that way, they just called every man that came in the door, and said, "Sign—or else."

Q. They were employes that belonged to this other organization?

A. Yes.

Q. And there was a battle on between this other organization and yours?

A. I wouldn't say "organization."

Q. You were trying to get members away from the other organization?

A. There's no membership in it, they just told you to belong.

Q. (By Mr. CARMODY.) Membership in what?

A. The Company Union.

Q. (By Mr. BOWEN.) You say you participated in two elections?

A. Yes, sir.

Q. You were a member?

A. We don't get acknowledgment of membership.

Q. You mean, you don't carry a card?

A. You just put a seniority list on the bulletin board about ten days before election.

Q. What seniority list are you talking about?

235 A. The Company seniority list.

Q. It isn't a seniority list of this employes' organization?

A. No.

Q. The Company does have a seniority list posted?

A. Just date of election. Down in our garage we have a glass enclosure with the seniority list. That has been in there for years—I don't know how complete or up-to-date it is, but that stays there.

Q. Does that Company post the seniority list?

A. No; this other seniority list is the only one posted, about ten days before the election of the Company Union—of the men qualified to vote.

Q. What did you understand they had posted in this glass case?

A. That's just the old seniority list.

Q. That is in there, though, whether old or new?

A. Yes.

Q. Did you ever see posted in there notice such as was issued at the beginning of the N. R. A., Section 7 (a), which stated that employes had the right to join any organization of their own choosing, or select representatives, to bargain with employers?

A. That was posted.

Q. Do you know whether it is posted today?

A. I don't know. It was posted after the N. R. A. codes went into effect. One man tried to organize and he got a beatin'.

Q. Got what?

236 A. A beatin'.

Q. What do you mean by a "beatin'"?

A. He read this notice and got in his head that he would start organizing. He came around the garage to get some boys signed up, in order to get a charter. He was ordered down to the saloon for a drink and got a good trimmin' down there, and that was the end of that union—and very near the end of him. So he just tried to carry out the rights of the N. R. A.

Q. You are not charging that the Company had him beat up?

A. No; I can't charge the Company.

Q. These men, in their relations—the garage men and the drivers—they know pretty well what is going on in the world, don't they?

A. Some do, and some don't.

Q. When they get together, their conversation isn't of a tea-party variety? Some of the men know how to use pretty harsh English language?

A. Yes.

Q. And they use it?

A. Yes.

Q. Now, if you were asked about whether you were going to pull a strike, on the part of one of the officials of the Company, you wouldn't think he was going out of his way in endeavoring to find that out, would you?

237 A. Yes. He made a special trip, as he told me.

Q. Yes; but don't you think that would be part of the duty of an official, if there was a strike going to occur in his plant, to find out what it was about?

A. Sure.

Q. So you have nothing to criticize, on the part of the Manager, in endeavoring to find out if there was going to be a strike?

A. That's right.

Q. And there were rumors galore going around, as you stated, about the number of men fired in Pittsburgh?

A. Yes.

Q. There probably isn't any better place where rumors can get started around than in a bus drivers' garage?

A. Yes.

Q. There is just one continuous rumor, about one thing or another, isn't there?

A. That's right.

Q. And you informed him you had sixty members signed up in this Union?

A. That's right.

Q. As far as you know, those men were not molested by the Company? Still working for the Company?

A. Still working.

Q. And you are still working for the Company?

238 A. Yes.

Q. And the Company openly knows you went on, with the solicitation of Davidson, and you informed these men and signed up the men?

A. Yes.

Q. Do you know whether or not there is any other union, operating and organized with the A. F. of L.—Mechanics' Union? Haven't the Mechanics' Union claimed they have s nction over these men, and your Union hasn't?

A. I don't know.

Q. None of the Mechanics' Union officials approached you and protested your signing these up?

A. No.

Q. Do you know they have jurisdiction over these mechanics?

A. I don't know whether they have. What Union are you referring to?

Q. Mechanics' Union, in the American Federation of Labor—I don't know the specific name—I think Machinery Union.

A. There's Carpenters' and Bricklayers'.

Q. No; it's Machinery.

A. I don't know of anything. No one approached me about anything like that.

Q. Never taken it up with you?

A. No.

Q. Now, this occurrence at Bryn Mawr, in which you say
239 the wages of the employes were raised. You don't think that is an offense on the part of the Company, do you?

A. It certainly didn't help me any.

Q. Are you protesting against them raising the wages?

A. No; I wouldn't protest it, because that's what I'm interested in—to get them more wages.

Q. So, if that occurred, it was a commendable thing on the part of the Company, and not subject to criticism?

A. It hurt me when the men wouldn't sign up.

Q. It hurt you, but it didn't hurt the men who got the increase in wages?

A. They can take it away as fast as they gave it to them.

Q. You know there's a scale setting different rates of wages given the employes?

A. Yes.

Q. And they draw the wages under the class they are in?

A. Yes.

Q. There have been adjustments in those wages from time to time, and generally increased, about the last of which was the first of July?

A. I believe they dated it back to the first of July. I don't know whether it was the first or fifteenth of July, but I know it was dated back.

Q. It started, as far as the men were concerned, from the first of July?

240 A. No; that was ours—that was increased. We had an increase, a small increase of 15 cents a hundred miles, I think it was.

Q. Well, there was a general increase in wages all over the Greyhound System?

A. Yes. But this was another increase, a separate increase given to the men after we went out to see them.

Q. At that time, about the 1st of July, there was a general reclassification of employes?

A. I don't know anything about that.

Q. These were in the maintenance employes.

A. Well, I don't know anything about that.

Q. You don't know anything about that? Well, the drivers are on the regular classified list, seniority list, aren't they?

A. Yes.

Q. And they receive pay upon the basis of the time they operate, and the number of years they have been in the service, and it is increased automatically according to the number of years, until they reach the top?

A. That's right.

Q. And in addition to that they are paid a bonus for safe driving?

A. For star drivers. It isn't for safe driving, it's for star driving. I really don't know what it means.

Q. Did you ever get a bonus?

A. Not for safe driving. The only time I ever got anything,
241 we had a safety contest and I got $10.00.

Q. You mean you received that award for three years' safe driving and never got a bonus?

A. Oh, we got a quarter of a cent bonus.

Q. Yes?

A. But they can take it away from you.

Q. If you have an accident?

A. Accidents, or if somebody sends in a complaint against you.

Q. No; it is based upon your record as to accidents.

A. Not this.

Q. You know that bonus comes from non-accident records?

A. That bonus can be taken away from you for anything they feel like. I have lost it myself.

Q. Do you know of any case where it was taken away from a man, except on account of accidents?

A. Yes.

Q. What case?

A. My case.

Q. Let us get the facts, and we will look them up. What was it?

A. I don't just remember the date.

Q. Well, give us the approximate date. You are paid by the month. If you are paid by the month, we can trace it.

A. It was last summer—not this last summer, but summer a year ago—it was sometime in July——

242 Q. (Interrupting.) July of this year?

A. No; of last year.

Q. 1934?

A. Yes.

Q. And were you informed as to why it was revoked?

A. Yes.

Q. Why was it?

A. Well, it was on my day off; there were having a Safety meeting, and I was in the saloon having a few glasses of beer—maybe I had more than a few—and some of the drivers got in trouble down there and I just went along and tried to help them out, a fist fight. So I lost my bonus for six months for that.

Q. You were in uniform at the time?

A. No, sir; that was my day off—in civilian clothes.

Q. Even if the facts were as you stated, we would not go into that; that has the same relation to safety.

Mr. BOWEN. You know what the regulation in regard to drinking is in this organization.

(Q. (By Chairman MADDEN.) How does the bonus go—by the month?

A. Semi-monthly. By the mile—a quarter of a cent a mile.

Q. I know, but suppose this month you haven't an accident, this month you get a bonus; and suppose next month you have an accident, then you don't get a bonus?

A. No; that isn't the way it's worked. If you have an
243 accident, or somebody sends in a report that you were smoking, or something like that, the Regional Manager calls you in, and if he feels you should be disciplined, that is what happens—he takes fifteen, thirty days, ninety days bonus from you.

Chairman MADDEN (addressing Mr. Bowen). When your turn comes I'd like to know if that bonus is paid by the month.

Witness KEELER. Mr. Chairman, there is something else I want to explain to you.

Chairman MADDEN. All right.

A. (Witness continuing.) We have a "star driver", which is another additional quarter of a cent, and that is for safe driving—that is given to you. If you have an accident you lose that quarter of a cent. Now, my rate of pay is three sixty-five a mile; a star driver, is three ninety. If he has an accident, of course he loses that bonus.

Q. Did you ever get that bonus?

A. As star driver; no, sir.

Q. Does that mean if you have an accident—every day or every month?

A. No; a period of time—three years. I have a three-year button. I don't know how they give those things out. I've been trying to find out, but it's more than I can dig into.

Q. (By Mr. BOWEN.) How have you tried to find out?

A. I've wanted to know how they give them, because some of
244 our men are star drivers—I don't know—I guess you would call them football players. Two of our men had had their licenses revoked—not revoked, but they had to go to Harrisburg to show why they shouldn't be revoked.

Q. (By Mr. CARMODY.) Bus accidents, or accidents with their own cars?

A. Bus accidents.

Q. (By Mr. BOWEN.) I didn't ask you why you tried, but how you tried. Naturally, if there's more money in it——

A. The Regional Manager checks upon you, then he recommends it to Mr. Duvall.

Q. It is a matter of personal recommendation? And you don't know the basis of that recommendation—whether it is going along for a certain time without complaint, or what it is?

A. That is what it's supposed to be.

Q. No rules or regulations passed?

A. Of course, if you break the code rules—I've read that, and every time you drive a bus you break six of them—maybe some more than others.

Q. There is nothing in the rules that says, "If you do so-and-so, and if you don't do so-and-so, you will get a silver star or a gold star"? That is not put down in printing, or in regulations given to the men—or is it?

A. I don't remember. I do have a rule book, but I don't just remember whether it has anything pertaining to stars, or not.

245 Chairman MADDEN. This would be a convenient time to recess for five minutes.

(Whereupon, at 11:35 a. m. a five-minute recess was taken.)

ALEXANDER H. KEELER resumes the stand:

Cross examination (continued):

Q. (By Mr. BOWEN.) Mr. Keeler, did I understand you correctly to say that you did not read this book of rules and regulations for the drivers?

A. Yes, I have; it's been some time ago.

Q. But you did not pay much attention to it?
A. That's true.
Q. Well, in that are all the rules and regulations that a driver is supposed to follow in the operation of the vehicle?
A. That's right.
Q. And you are sent to school to qualify as drivers, and those rules are really to be kept by them?
A. That's right.
Q. Now, this garage or station that you talk of at Bryn Mawr—that is sort of a separate operation in regard to the other companies—that is, the Montgomery Bus Company?
A. That's right.
Q. Conducts a little street railway?
A. That's right.
Q. It's managed by the same Company?
246 A. Yes.
Q. Doesn't have through passage?
A. That's right.
Q. Kind of separate and away from the rest?
A. Yes; it's a local affair.
Q. And the employes are centered right around that one local?
A. That's their headquarters.
Q. They are supervised by Philadelphia?
A. They don't operate between Pittsburgh and Philadelphia. They go over there week ends if they're short of men.
Q. But the operation, itself—that is local?
Mr. CARMODY. I was very much impressed by what counsel for respondent said in regard to the character of a man required to be a bus driver—the concentration of mind that he must apply to his job while he is on the job. I was impressed, because I ride the buses a good deal. I ride up front when I ride, because I have, myself, admired the skill of these men, admired their cleverness, apparent businesslikeness.
Q. (By Mr. CARMODY.) Now, having that in mind, having in mind this thought that you take a bus load of people out, as counsel said, responsible for life and property, I would like to have your opinion as to the effect on your mind as a driver, when you thought
247 you had a right to participate in an organization of your choice, and you were approached, when you were going out on the job, by a Company official with regard to whether or not you were going to continue your activity in the Union. Does that have any effect on your mind as a driver?
A. Yes; that night, of course, that Mr. Cummings had approached me at Broad Street Station, it made me nervous.
Q. Before you took your bus out?
A. Before I took my bus out. I drove, of course, slow. I came in, I believe, that night about an hour late because I couldn't get myself together to get through that traffic. And I was thinking in my mind what was going to happen that next day, which was Monday—I thought he was going to discharge me.
Q. Did you know you had a right to join an organization under the code that the bus people themselves entered into, and which, as

a result, they posted a notice of, which had been brought to your attention?

A. Yes.

Q. What did you think that meant?

A. Well, I had known what happened when Mr. Luby tried to organize, and I thought I better steer clear of it or the same thing would happen to me. You see, some of these men we have working there, of course they are bus drivers, but they are close to Mr.
248 Cummings, they go out and play golf with him at different places, and if he wants any little information he just goes to one of these boys and gets it. Well, why I accused him of telling these men to go out and break this Union up, is because they came out so strong against me. Now that Mr. Van Dyke—a year ago we had talked about a Union and he said, "No"; he didn't agree to it because he's old, and he's afraid he can't get a job anywhere else—as soon as he would start he would be thrown out on his head. He's satisfied and of course he gets his "breaks."

Q. Of course, a bus driver has a right to play golf with the boss just the same as anybody else, when they can play golf, but I am talking about the actual effect on your mind—I'm not talking about other drivers, because I suspect you don't know—but on your own mind, as a bus driver, of having the officials appear to you to deny you a right which they now say you had. They now say you have a right to join the organization, as I understand this notice, which is still in effect and gives you that right. Does it or not?

A. Yes.

Q. Do you think it does?

A. Well, as far as law; yes. [Continuing.] What I want to say: After this fight had happened, when this Mr. Luby had tried to organize, there was a man by the name of Daley, another driver—he had helped Luby in starting the fight. I don't know just ex-
249 actly what happened, because I wasn't there. The thing is, when he came to the garage the following day, Mr. Cummings said, "Do you like your job, Daley?" He said, "Yes." He said, "You're not working here any more."

Q. What did that mean—he was discharged?

A. He was discharged.

Q. That was the method of discharging him?

A. Yes.

Q. You were not there? You just heard that?

A. Yes. Mr. Daley is working in Public Service. He told me, himself, how he got fired.

Q. After all these experiences, do you still feel as secure in your job as if you were not in this Union, and as if you were still an active member of this organization of which Mr. Van Dyke is a representative?

A. Well, I feel that the Government should protect me on it.

Q. I mean, apart from that; I mean, in your relation to the Company—assuming normal safety record, and normal behavior in all other respects, normal adherence to the rules that govern everyone else there—do you feel as secure in your job, as a member of this Union, as you would be if you were an active participant in the other organization—similar activity?

A. I was sure of my job before I got organizing, but since then I'm not.

Q. (By Chairman MADDEN.) What is the situation of your
250 Union now? Do you still have all your members?

A. Well, no, I had lost some. There were letters sent in to me by registered mail. They had resigned because they were told that if they didn't resign they would be fired.

Q. Did the letters say that?

A. The letters didn't, but they just sent me in a resignation that they wanted to resign from the Union.

Q. And they never, in fact, told you why, did they?

A. Yes, they told me they were approached, and they were threatened—that they would lose out.

Q. Who were some of those?

A. Who were some of them? One man by the name of Bob [illegible]. I don't just remember them, but I think the letters are [illegible] where on file. I could get the names off them.

Q. How many members do you think you have in your Union? [illegible] In Philadelphia?

Q. Yes.

A. Well, about forty-five or forty-six. I haven't made a check. On account of losing these here—you see, I had sixty members.

Q. They are supposed to pay dues monthly?

A. Why, they pay an initiation of $2.00, and the dues don't start until after we get them all formed and get an agreement, because it wouldn't be fair for the ones in now to pay their dues, and the others not in not to pay them.

251 Q. Until you get an agreement from the Company?

A. That's right—no dues until we get an agreement.

Q. That doesn't sound like a regular arrangement.

A. It wouldn't be fair for the men in now to pay monthly dues.

Q. How many did you have at the high point? What was the most members you had?

A. Sixty men at Philadelphia. I don't know what they have here in Pittsburgh.

Q. Do you think the Company knows who the Union members are?

A. Well, no. You see, this committeeman and his assistants, and this clique—as the men came in they approached them in this way: They would greet a man and say, "I know you belong to this Union, and Cummings knows, and everybody knows, so the best thing you can do is get out of it; and I'm sure if you get out—resign or quit, or whatever you want to do—Cummings will take care of you." And the members that were weak, you see, they admit, and of course they send in their resignation; but the others, they deny they belong to the Union, and still belong and continue right on, but the Company don't know who they are.

Q. Who were the people supposed to have told them?

A. Van Dyke, Kerner—Do you want me to read them off?

Q. You spoke of Van Dyke's assistant.

A. Frank Kerner, Sharp—there were several men worked hard against the organization of labor, and being he is the
252 committeeman, they looked up to him as sort of a leader.

Q. What did you want to join the Amalgamated for?

A. Well, permanency of employment.

Q. How is that?

A. Because, with the rules that we have at the Greyhound, why your job isn't safe from day to day.

Q. You mean, the present rules?

A. That's right.

Q. How is that? You have, in fact, had your job for a good while?

A. Well, some little thing might happen. If some prominent person got on your bus and didn't just like your looks, for some reason, and wrote in a letter, you stood a good chance of getting fired. If you had an accident, because of a defect in the bus, in any way—the mechanical end of it—they would throw you out, if they felt it was your fault, and you would have no come-back; you couldn't argue.

Q. Do they, in fact, do that? Do you feel unsafe?

A. Yes. Of course, I've done my work, and my record has been pretty good; I have had one accident, just a scratched fender, in the six years I've been driving with the Greyhound, and I feel pretty safe, myself; but there were a lot of others that weren't so good.

Q. Well, now, didn't this association of employes—didn't they take care of that kind of thing?

253 A. Well, they tried, you know, but you didn't have much of a chance.

Q. Why not?

A. Because you didn't, for he passed that remark, that the boss felt he was boss of the garage.

Q. Who was that?

A. Mr. Cummings.

Q. Passed that remark to the committee?

A. That's right. Just like when I went out last summer a year ago—got six months. I was in the wrong, you might say, I had something to drink; nevertheless, I was off, and in civilian clothes. There were five of us involved, and if it wasn't for the good driving records we had, we would have been out. That's something that doesn't concern the Company.

Q. What was that?

A. That's something that doesn't concern the Company—on my day off—what I do. When I'm in uniform, it's different. I wouldn't take a drink in a uniform—wouldn't be seen in a saloon.

Q. Has this any part in your motive in wanting to join the outside Union—that you had an idea the Company didn't want you to join it, and you thought you had a right to do as you pleased about that, and went ahead and did it?

A. I always felt we should have organized labor. Of course, I never could do anything about it—always had to just take

254 things as they came, but after the Wagner Bill was enacted I thought I was free to go along with it, and if we got organized labor we could bargain for wages—though we do get good wages while driving.

Q. You say, you do?

A. Yes; while we are driving. But we do so many things we don't get paid for. For instance, we report forty minutes ahead of

time—we don't get a cent for that—that is, before schedule time we must report forty minutes ahead of time. Then the roads starting out of Philadelphia—we have to drive the bus from the garage, a little over a quarter of a mile, and we don't get paid for that. Our pay starts revenue miles out of the Broad Street Station, from terminal to terminal. And if I work a night run and have to take the bus to the garage, after coming from my run, we don't get paid for that. And expenses—they don't give you any. I think the extra men they have bunks at the terminals, and a regular man gets 25 cents a night for room rent. If we have a flat tire, and put in an hour or an hour and a half on the road changing it, we don't get anything for that. And if we're broken down and lay on the road ten or twelve hours, we don't get a cent.

Q. You are paid only on the mileage basis?

255 A. Yes. And of course we have to pay our own fines if arrested on highways; and have to pay for medical examinations; have to pay our own licenses.

Q. (By Mr. CARMODY.) What do you mean?

A. Have to pay for driver's license. And if we have an accident in the State of Pennsylvania they can revoke our license. And if we get caught speeding, or reckless driving, the State can revoke our license, and force us to pay insurance, which I think amounts to $60 or $70 a year.

Q. In how many States do you have driver's licenses?

A. New Jersey, Pennsylvania, and Maryland.

Q. The three states?

A. Yes.

Q. (By Mr. SMITH.) Mr. Keeler, some of these things you are talking about just now, in answer to the Chairman's question, seem to you unfair to the men; is that correct?

A. That's right.

Q. To your knowledge, have any of these matters been taken up through the employes' association, with the management, in an effort to get them to change them?

A. Oh, yes, from time to time, but nothing ever came out of it. We've brought things up at the Safety Meetings. Another thing: These men attend Safety Meetings once a month. If we don't they can revoke this bonus. Have to stay there half an hour or so and don't get a cent for that.

Q. Was it your expectation that these things might be changed if the Union——

256 A. (Interrupting.) Yes.

Q. Are these the things commonly talked about when you try to get people into the Union—are they reasons why?

A. That's right.

Q. Tell me when this petition was circulated out at Bryn Mawr.

A. It was on the 7th of August.

Q. And who did you say came out there to circulate it—Van Dyke?

A. A man by the name of Frank Sharp, and a man by the name of Pat Rowsy.

Q. Just those two?

A. That's right.

Q. You said they came out in a company car?

A. That is painted with company emblems, used by the Passenger Agent in Philadelphia. That's the car he used for Company business. It was in the garage that day and they borrowed it. Of course, before you take a car out of the garage, you have to get the consent of the supervisor in charge. And they went out with that car.

Q. On what basis would the Passenger Agent ordinarily get consent for two employes to use the company car?

A. To run down to the station and pick passengers up in case the bus was late; and in the early morning hours, when trolley services are poor, to transport men down to the station to pick up their runs.

257 Q. (By Chairman MADDEN.) Would it be generally company business?

A. Yes.

Q. Would the employes ever be permitted to take out the car except on company business?

A. No; they would fire you for that.

Q. (By Mr. SMITH.) You made some remark—I don't know how seriously you made it—about thinking you had to have some sort of a bodyguard. What do you mean by that?

A. Well, there are spies continually riding on the buses checking on how you operate, to get an excuse to lay men off.

Q. What evidence have you of that?

A. Now and then I have somebody—we can generally tell those fellows—if you stop at a comfort station he kind of follows you and keeps close to you to see what you're doing.

Q. That is the regular procedure of the Company, to have spies scattered around on the buses; isn't that so?

A. Yes. After I picked the runs—we pick our runs on scales—they changed the scales, which was the fault of someone in Cleveland—I wanted to swap my run with someone else, I didn't want to work a long run over in Scranton, I asked the dispatcher about changing. He said, "We can't change you now, there's too much red tape. We have to send copies to the office, and also the police department in Broad Street station." The way he said it, you know, I just didn't like it.

258 Q. Well, that episode hasn't anything to do with there being a spy riding on the bus.

A. No; but I'm just trying to bring up different things. I know I've had spiers watching me.

Q. Your feeling is that you are being watched more lately than before?

A. Yes.

Q. But you have no very definite evidence of that?

A. No.

Q. Just people you see on the buses more frequently whom you think are likely to be spies?

A. Yes; and the way they trail you around, if you are gone 10 minutes stopping in a comfort station. I go around testing my tires, and checking the oil and water, and you can't help but see them. Some of them, of course, you don't notice.

Q. (By Chairman.) Do these spies ride up front, like Mr. Carmody?

Mr. CARMODY. Wait a minute.

A. I think I had Mr. Carmody on the bus.

Mr. CARMODY. If you see me on there, you may know I am going somewhere on business.

Q. (By Mr. CARMODY.) On that point, while we are on the subject: Isn't it pretty general practice among the transportation com-
259 panies—buses, street cars, and railroads, to have spies?

A. Yes.

Q. Isn't it pretty general practice to have what they call "two-timers"—fellows on the company pay rolls presumably doing a regular job and also getting a side check for reporting on the activities of company operators?

A. It's something talked about, but I don't know.

Q. I had one fellow come and tell me he was a two-timer, and another said he was a two-timer—both of them came and told me they were two-timers, and didn't want the other to know it.

A. I don't know about that system.

Q. You don't mind your work being checked?

A. No; it doesn't matter to me.

Q. (By Mr. BOWEN.) Mr. Keeler, the employes generally know the Company does employ men to inspect and check work of the employes?

A. Yes.

Q. And in the case of drivers it is especially necessary, because the driver is out by himself?

A. Yes.

Q. And when you see him follow you around to see whether or not you test your tires and check your oil and water, as you said, that is one of the duties you are supposed to perform?

A. Yes.

260 Q. And if you fail to perform those duties, and you pull that bus out, and something happens, there might be people killed on the highway.

A. That's right.

Q. Therefore, you have no objection?

A. No.

Q. And these things are set out in the rule books—what you are to do under certain circumstances?

A. Yes.

Q. That is a method by which the management finds out what may be wrong, in its operation?

A. That's right.

Q. Now, the statement that you have made in reference to questions here relative to the necessity of you having a calm state of mind while driving: The company recognizes that, doesn't it, and carries on work in its safety department in order to bring that about? Do they not?

A. At safety meetings; yes, but out on the road——

Q. (Interrupting.) Don't you know they even go farther than that, and have a Welfare Department that will look after what difficulties they may think a man may have in his home, or financial

trouble, that they think he is worrying about and holding him down in his work?

A. Not in Philadelphia.

Q. You don't know that that exists in the safety department?

261 A. I don't know about other places, but not in Philadelphia.

Q. You would take it that such kind of work would be something that would be commendable, and it would be an indication that the Company realizes it has to consider the mind of the driver, that must be placated, in order to have him operate as he ought to—if such a thing was done?

A. Yes; if it was done.

Q. And your mind can be agitated just as well by other things not connected with the Company. You can be just as well agitated by some outside union activity?

A. Yes.

Q. And during working hours, while the men's minds were agitated by union activities, it would be natural they would not be paying attention to the work as they ought to?

A. I have too much to do while driving to be thinking about unions.

Q. I mean, if that would be taking place while working. If you had a man sitting behind you while you were driving, who started talking about the union activities, you wouldn't be as good a man when driving as you would if you had been "on the job."

A. I wouldn't talk to a man.

Q. But if you were disturbed, and had that on your mind?

A. That's right.

Q. And the company tries to eliminate all such things as that?

262 A. That's right.

Q. At the time you say you had this little fight, probably some of you men were "pickled". There were some men in uniforms, in the Greyhound?

A. Yes; in the crowd.

Q. And there was a piece appeared in the paper about this fight?

A. No.

Q. You didn't see that?

A. That was brought to the attention of the officials of the company, and it was down in the saloon—someone wanted a union started.

Q. There was no publicity about that fight?

A. No.

Q. You mean, you didn't see it?

A. There wasn't any.

Mr. WATTS. That's all, Mr. Keeler.

(Witness excused).

ALBERT McKELVEY was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. McKelvey?

A. 3451 Penn Avenue.

Q. Pittsburgh?

A. Pittsburgh.

Q. Have you ever worked for the respondent, Greyhound Lines?

263 A. Yes, sir.

Q. How long have you been employed?

A. For the past 8 years.

Q. That was prior to the time they took over other operating companies?

A. Yes.

Q. How many years experience have you had in mechanical work?

A. Fifteen.

Q. And you were employed at the Pittsburgh garage here as a mechanic?

A. Yes, sir.

Q. Were you so employed in May of this year?

A. Yes, sir.

Q. Did there come a time in May of this year when you joined Local Division 1063?

A. Yes, sir.

Q. Can you tell us the date?

A. I think it was May 28th. It was the latter part of May.

Q. And was that at this meeting that you attended?

A. At its meeting; yes.

Q. After this first meeting occurred, did you have any conversation with Mr. Bremmier, the shop foreman, about unionism?

A. Yes, sir.

Q. What did he say?

264 A. He asked me if I was at the meeting. I said, "What meeting?" He said, "The union meeting." I said, "I don't know what you're talking about", and I walked away from him.

Q. That was soon after the May 28th meeting?

A. Yes, sir.

Q. Also after this first meeting on May 28th, did you in the evening while you were at your home, not on duty, receive a telephone call from Mr. Jack Nyland, superintendent?

A. Yes, sir.

Q. What time of the day was that?

A. Shortly after I returned from work.

Q. What did Mr. Nyland say to you?

A. He asked me to meet him, and designated the street, at East Ohio, at Heinz' plant.

Q. How soon did he want to meet you there?

A. As soon as it would be convenient for me.

Q. What did he say to you as to whether or not it was urgent for you to go there?

A. He said it was very important that he see me.

Q. Did he tell you over the telephone what it was about that he wanted to see you?

A. No.

Q. What did you do about that?

A. I set the appointment time at 10 o'clock—and due to the fact of these rumors around the shop about unionism, and the

265 likes of that, I took a friend of mine along with me.

Q. What was the name of the friend who accompanied you?

A. Steve Disk.

Q. Did you go in your automobile?
A. I did.
Q. Where did you go at 10 o'clock that night?
A. To the place where I was to meet Mr. Nyland, East Ohio and another street, and that street turns down by Heinz' plant.
Q. Is that a busy section of Pittsburgh?
A. East Ohio Street is; the other street isn't.
Q. It's a quiet place over there?
A. Not much traffic.
Q. When you arrived there at 10 o'clock in the night time was anyone else there when you got to this point on East Ohio Street?
A. None other than Mr. Nyland.
Q. Well, he was there?
A. He was there.
Q. Was he standing on the sidewalk, or what was he doing?
A. He was in his car.
Q. Where was his car?
A. Parked at the curb.
Q. Was Mr. Nyland there in his car that was parked when you drove up with Mr. Disk?
266 A. Yes.
Q. Where did you leave your car, in relation to his?
A. Right around at the little side street.
Q. What did you do?
A. I got out of my car and went to his car.
Q. What did Mr. Disk do?
A. Got out and stood there to see where I was going.
Q. He didn't immediately accompany you?
A. No.
Q. You got in Mr. Nyland's car?
A. Yes.
Q. Front seat?
A. Yes.
Q. You had a conversation with him?
A. Very short.
Q. Tell us what the conversation was at 10 o'clock that night.
A. Mr. Nyland wanted to know about the union activity, who had joined and who hadn't. He said, "This is a poor place to be talking. For all I know, I may be followed around, and for that reason I didn't tell you over the telephone—I was afraid my wires were being 'tapped.' We'll go to the other side of the 16th Street Bridge and we'll meet over there." I said, "All right." I didn't know just what was what; anyway, I got in my car.
Q. You got out of his car and went back to your car?
267 A. Yes.
Q. And you went to the second place he designated to meet. because that was safer?
A. Yes.
Q. What did you do when you got to the 16th Street Bridge?
A. I parked my car on Liberty, and he parked his car on 16th, between Penn and Liberty, and I went and got in his car again. And he wanted to know who had signed up at the meeting, and I wouldn't give him any statements at all to the effect of who signed

up. He said, "I know who signed up", and he pulled a list out of his pocket and held it over and I could see there was a row of names, and a lot of names I recognized.

Q. Did he tell you he was coming to you to ask you about these activities?

A. He said he thought I was one guy he could rely on, on account of me being so long with the company.

Q. After you told him you didn't know anything about this, or refused to give the information, what did he say?

A. I sort of got mad when he picked me out as giving information. He made some statement, as 'My days was going to be numbered."

Q. Meaning you?

A. Yes.

Q. That was all that happened that night?

A. All that happened that night.

268 Q. When he couldn't get any information, you went your way and he went his?

A. That's right.

Q. Did you attend a second meeting on the 10th of July?

A. I did.

Q. Did you see Mr. Nyland that night?

A. Yes; when I came down around the corner, it was daylight yet, in the evening, when I went in the hall I saw Mr. Nyland and Mr. Bauer.

Q. They were outside of the entrance of the meeting hall?

A. Yes.

Q. After this second meeting did you get another telephone call from Mr. Nyland?

A. I did.

Q. Where were you?

A. Home.

Q. What did he ask you this time?

A. I better meet him, it was very important.

Q. What day of the week was this?

A. I think it was a Sunday night, too.

Q. Where did he tell you to meet him this time?

A. Out on Liberty Avenue, at Bruce Street. Now wait, I'll correct that. I'm not so sure—it's the street that leads down to the Gulf Refining. I think it's Bruce Street.

Q. Is that a quiet place?

269 A. Liberty Avenue isn't; Bruce is.

Q. Did you get in his car again?

A. Yes.

Q. What did he say?

A. He said, if I knew when I was well off I better come clean and tell him about these men.

Q. I said, "Why are you interested"?

A. He said he couldn't sleep at night.

Q. He was bothered with insomnia?

A. "asmonia."

Q. What did you do?

A. I said, "If you want to find out anything about that meeting you better refer to Mr. Davidson", and I got right out of the car.

Q. And did what?
A. Went away.
Q. That was right after July 10th?
A. Yes, sir.
Q. July 30th did you receive a summons to come to the front office?
A. When?
Q. On July 30th?
A. And how!
Q. Who told you you were wanted that day?
A. Mr. Nyland.
270 Q. When you went into the office, who did you find there?
A. Mr. Duvall.
Q. Anyone else?
A. Mr. Nyland followed me in.
Q. What did they have to say to you?
A. Mr. Duvall took the floor and said, "Al, I'll have to let you go for 'road failures'." I said, "For 'road failures!'" He said, "Exactly. And I'm going to remove the major work to another division, and therefore we are leaving some of the men go". I said, "Why are you picking the old men first?" He said, "I'm sorry; you are the last of the mechanics". I said, "If you are going to move the major work, transfer it to another garage, how about me being transferred?" I couldn't get any satisfaction—I was through and that was all. I said, "Bill, why don't you lay this 'road failure' aside and tell me it's for union activities?" He said, "You ought to know what to do with your spare time without fooling around with that". I said, "Is my work satisfactory?" He turned red in the face. I was told to get my tool chest and turn it in. I went out of the office—and I seen the next victim wasn't coming in very fast, and he was staying away, and I walked back in the office and I said, "Bill, isn't there any chance of transferring me to another division?" and he said, "Nope—that's final". Well, while I was standing there—Is it all right for me to go on and testify awhile in
271 regard to this?
Q. Yes; go ahead.
A. While I was standing there the next man that came in was Al Burns. The door was open about two inches, and there's a glass petition between these two offices where I could see in. While I was waiting for him I could see the maneuvers. Then Al Burns came, and Duvall tackled him the same way,—"He would have to let him go for 'road failures". Al Burns had to make himself plain to Mr. Duvall that he was paid as a greaser instead of a mechanic.
Q. What were you getting?
A. 70 cents an hour.
Q. 8-hour day?
A. Yes, sir.
Q. Are you now employed elsewhere?
A. Yes, sir.
Q. When did you get your present job?
A. This will be the fifth week.
Q. What do you get on your present job?
A. $29.00 weekly.
Q. Have you ever been called to work at the Pittsburgh garage?
A. No; I haven't.

(Board's Exhibit No. 56, Witness McKelvey, marked for identification).

Q. I show you Board's Exhibit 56, for identification, and
272 ask you when and where you received that?

A. I received this letter here, or recommendation, in New York, off Mr. Edgeworth—R. H. Edgeworth, Garage Superintendent, on April 15, 1930.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. No objection.

Chairman MADDEN. It is admitted.

(Board's Identification Exhibit No. 56, Witness McKelvey, received in evidence.)

Mr. WATTS. Your witness.

Cross examination:

Q. (By Mr. BOWEN.) Mr. McKelvey, you said that after you had gotten out of the car, on your first meeting with Mr. Nyland, apparently there was a feeling existing between you, and he told you "your days were numbered"?

A. Yes, sir.

Q. So you understood he did not have much time for you?

A. I understood that my job was just numbered—the days.

Q. And he understood, as far as you know, he could not rely upon you to do what he wanted?

A. As a "stool pigeon."

Q. Yes; and thereafter you said then he again called you and tried to get some confidential information out of you?

A. I did.

Q. Now, as a matter of fact, how Mr. Nyland came to be
273 advised of these meetings, was that you, yourself, voluntarily called him on the telephone the day before the meeting and told him?

A. That's what Mr. Nyland claims.

Q. Isn't that the fact?

A. No, it is not.

Q. And thereafter, the next day, then you had this conversation?

A. No, sir.

Q. Isn't that what took place?

A. No, sir.

Q. And, as a matter of fact, if you want it designated, you were a stool pigeon; is that right?

A. Is that right?

Q. Isn't that the relation that existed?

A. I don't understand the question.

Q. You used the words. I am using the same words you used. Well, you had had several telephone conversations with Mr. Nyland at different times, hadn't you?

A. With Mr. Nyland?

Q. Yes; wasn't it Mr. Nyland you had a conversation with over the phone?

A. That I called him?

Q. Yes.

A. No.

Q. You said that you had conversations over the phone.
274 A. Why, no.
Q. Who was the gentleman you talked with over the phone?
A. Talking over his phone?
Q. You testified he called you?
A. He called me, yes; but I hadn't called him.
Q. You talked with him over the telephone?
A. Yes.
Q. You never voluntarily called him at any time?
A. Not at all.
Q. And yet, after he had told you "your days are numbered", he then attempted to get some confidential information out of you?
A. Out of me?
Q. Yes. At this second meeting which you say you had..
A. Hold that subject, too. Don't forget there was a third time I was called in another office—Mr. Sprain's office. I think you are referring to that. We were told it was no longer a secret, and there was going to be a meeting—a second meeting—it was no longer a secret.
Q. There was no secret at all around that garage that there was going to be this meeting at the Democratic Hall?
A. This first meeting.
Q. On the 10th of July?
A. What?
Q. There was no secret about that meeting?
275 A. No.
Q. It was known all over the garage?
A. It was known all over the garage.
Q. And there were letters came in there that specifically stated it was going to be held?
A. Yes.
Q. And all the employes had them?
A. I don't know about all of them.
Q. Practically all of them?
A. I don't know that.
Q. Weren't there many of them there?
A. At the meeting?
Q. Many of these letters around the garage telling about this meeting?
A. I don't know. I got my letter at home.
Q. Were you down to the garage after you got it?
A. Yes.
Q. Did you know the other employes there had them?
A. No; I didn't.
Q. You didn't know any other employe, then, was going to attend this meeting?
A. No; I didn't.
Q. So you just kept it to yourself?
A. Certainly.
Q. Did you hear afterwards that many of the employes
276 had the same kind of letters?
A. I didn't bother inquiring about it.

Q. Would there be any reason on that you would get a letter notifying you about this meeting, more than any other employe in the garage?

A. No.

Q. It was a mimeographed letter——

Mr. CARMODY. You make reference to a letter from the Union asking them to come to this meeting?

Mr. BOWEN. From the Union, asking them to come to the Democratic Hall.

Q. Had you participated in the last election?

A. I did.

Q. Had this association been formed upon the application of the employes, and that you had been one of those petitioning employes?

A. Yes, sir.

Q. Did you know the rules and regulations that applied to your department in connection with that?

A. I did.

Q. Did you know you could apply to the machinery that was set up there for relief, if you thought you had been unfairly dealt with?

A. You mean, at the time I was discharged?

Q. At the time you were let out.

277 A. Certainly.

Q. Did you do it?

A. How could I do it? When you got to that garage, big signs, "Positively no Admittance." Go for a tool box, and there was every Tom, Dick, and Harry to see what I was going to do.

Q. You didn't take it up with your representatives?

A. No; because previously I tried to put that in practice and couldn't. There was nothing done about it.

Q. There was provided there machinery where you could file a complaint, and before finally passing on that it could be arbitrated before a board of three members——

A. Yes.

Q. You didn't take advantage of that?

A. Not on your sweet life.

Q. Did you tell officers of the Greyhound that you belonged to this Amalgamated Union?

A. Yes; I did.

Q. When was th[illegible]

A. After it was no more a secret.

Q. When was it, about?

A. It was after the second meeting.

Q. That is, after this July meeting?

A. Yes.

Q. About what time after that? And who was it that you told?

278 A. I told it to Mat. Bremmier, Day Foreman. As far as that goes, I told it to the Superintendent, too.

Q. About when was that, that you told that?

A. I don't remember the date. It was July, anyhow.

Q. The first part or latter part, or middle?

A. The latter part, I would say.

Q. About the time you were discharged? Would you say, just within a few days of that time?

A. That I told them I joined the Union?
Q. Yes.
A. No; the first time I met them I told them that.
Q. All I'm trying to find out is when you told them.
A. The first time I met Mr. Nyland.
Q. So all that time he knew you belonged to that Union?
A. You bet he did.
Q. Nevertheless, you were holding meetings with him?
A. Yes.
Q. Regardless of what was going on in this Union?
A. I wasn't giving him any information. The second evening was the only time I talked——
Q. (Interrupting.) When did you first go to Mr. Nyland, after you joined this Union on the 28th, and told him you belonged to the Union?
A. That was the night Mr. Nyland said to me, "I have a list of everybody belonging to the Union." I said, "I suppose you
279 have a list with me on, then." He said, "Yes." I told him then.
Q. At the later meeting, following the July 10th meeting, he knew you were a member of this Union?
A. Yes.
Q. To what extent are you a member of this Union? Do you pay initiation?
A. I pay initiation.
Q. Do you pay any dues?
A. No.
Q. Do you know what the status of this Union is, as to whether or not they have a charter?
A. Mr. Davidson said they had a charter, and was ready to present it to the Greyhound.
Q. Do you know whether they have a charter?
A. I don't know whether it is true.
Q. It is a little later in the process of formation; that is, since the 28th of May?
A. Yes.
Q. It didn't exist prior to that time?
A. No.
Q. Do you know that there are numerous employes belonging to this Union that are still employed by the Greyhound?
A. I do not.
Q. Don't you know who attend the Union meetings?
280 A. I know who attend the Union meetings, but I don't know who signed up.
Q. Didn't you all sign up there at the time you went down on the 28th?
A. I don't know. You were free to go in and talk to those men. It was at your own free will power—there was nobody driven in there.
Q. You don't know who signed up?
A. I know the first night who did.
Q. Haven't you been to a regular meeting of the Union since?
A. Certainly.
Q. When was that?

A. I was there following the May meeting.

Q. This meeting of July 10th was a meeting of the members of the Local.

A. Nobody was asked to come down there. The ones that had already signed up had letters requesting them to attend this meeting; and as far as that goes, today that organization is open to anybody who wants to attend.

Q. The ones who attended the meeting of July 10th were——

A. (Interrupting.) I'm trying to tell you it was open to anybody. Some received letters. I received a letter to attend. The man sitting alongside me, I don't bother anything about whether he received a letter or not, and didn't bother inquiring whether he joined or not.

281 Q. Did you have a card to get into that hall?

A. You didn't need a card.

Q. Have you had any meetings since then where just the members held cards?

A. No, sir.

Q. So you have never had a meeting, then, of the members of this Union where the attendance excluded outsiders?

A. No, sir.

Q. So it has just been in the formative stage? Anybody admitted in the organization meeting, as far as you know?

A. Right.

Q. Have you ever been solicited for membership in the Machinists' Union, of the American Federation of Labor?

A. Yes.

Q. Since you ~~belonged to~~ this Amalgamated?

A. Yes, sir.

Q. Do you belong to the Machinists' Union?

A. No, sir.

Q. (By Chairman MADDEN.) Is that why you are not still with Greyhound—you were solicited by the Machinists' Union?

A. No, sir. With reference to this question of Machinists' Union, I went to this other Union to see how they go about joining that—in order to get jobs here in Pittsburgh through that Union—that is, over here in Pittsburgh, these Machinists' and Mechanics'

282 Unions. That's a different Local altogether.

Q. (By Mr. BOWEN.) In the conversation regarding that Machinists' Union, weren't you told there was a fight on between them as to the jurisdiction of your Union and the Machinists'?

Mr. WATTS. That is objected to. We are not interested in any fight that is on.

Chairman MADDEN. We can probably hear it quicker than to keep it out. The objection is overruled.

Q. Weren't you told that there was a fight on between those two Unions, claiming jurisdiction over these mechanics that were working in the garage?

A. Not a fight.

Q. Would you say a "dispute"?

A. Not a dispute.

Q. What was it?

A. Referring to this Machinists' Union: The Union had intentions of coming and seeing the employes, the mechanics of the Greyhound garage at dinner time, they had intentions of coming to see us at the garage; then this other Union got busy and got us fellows to come to the meetings of this Local. And that's all there was to it?

Q. Hadn't the Machinists' Union solicited you for membership?

A. Not other than to get me a job in their Union—not to get me back at the Greyhound, but get me a job at Pittsburgh
283 in one of their Local Union shops.

Q. And for that they wished you to join their Union. You are employed as a mechanic now?

A. I am.

Q. And doing work similar to what you were employed to do while working for the Greyhound?

A. Yes, sir.

Q. (By Mr. SMITH.) When did you tell Mr. Bremmier that you joined the Union?

A. Well, you see, at the first meeting the Union suggested, rather than to cause any disturbance or uproar, to sort of keep it to ourselves, keep quiet about it. At the second meeting, as I recollect—either the second or the third meeting—we were informed that the men representing us from the Company Union had informed the Superintendent that there was going to be a shop meeting down at this Lodge, and that we didn't have to keep it a secret any more—the Company found out, and there was no secret about it. And this Foreman came to me and told me to stay away from that Union if I knowed what was good for me.

Q. Mr. Bremmier told you that?

A. Yes.

Q. How long before the July 10th meeting?

A. That's what I say—I'm not sure whether it was before the July 10th meeting, or after.

284 Q. He came to you and asked you if you were a member of the Union?

A. Yes.

Q. Who was the other man you said you told?

A. Mr. Nyland.

Q. I thought you testified to one other man also, did you not?

A. No; just Mr. Nyland and Mr. Bremmier.

Q. I don't know that it is important enough to look back in the record, but I had a distinct impression that in reply to question from the counsel of the Company: "Who else did you talk this over with, of the Company—the other members of the Company?"—I thought you said Mr. Bremmier and two other people.

A. Maybe you are referring to the third party that I told there was going to be a meeting. They wanted to find out when the next meeting was going to be.

Q. Who was that?

A. Mr. Sprain. They had heard the meeting was to be a day later, and he called me over to the office to find out if it was true, and I said, "Yes." That was the third meeting.

Q. That was a meeting—when?

A. That was—I don't remember when the third meeting was, whether it was the latter part of July—Anyhow, it was in reference to that.

285 Q. (By Chairman MADDEN.) When were you discharged?

A. I was discharged the 30th of July.

Q. (By Mr. BOWEN.) One more question: Mr. McKelvey, have you made application to the Company, to be reinstated?

A. No.

Q. (By Mr. CARMODY.) When you went in to see Mr. Duvall, you talked to him and then you called him "Bill", is that true?

A. Yes.

Q. You are the first witness, of all the witnesses here, who has given the first name of any of these officials. What does that signify? Does than mean that you know Mr. Duvall pretty well?

A. Very well.

Q. Mr. Duvall knew you quite well, personally? Are you one of these golf playing fellows?

A. I am one of these—Well, we won't go into that.

Q. But you knew Mr. Duvall well enough to call him by his first name, and say, "Bill, you're not treating me right"?

A. I did.

Q. Did you know Mr. Nyland in the same way, well enough to call him——

A. Jack.

Q. Reference has been made to carrying information voluntarily to the officials of the Company. Did either of these men,

286 or any other officials of the Company pay you in any way for information?

A. No.

Q. They never gave you any money, aside from the money you earned as a mechanic in the garage—aside from the money you got from the pay roll?

A. No.

Q. (By Mr. BOWEN.) You have been an employee of the Company since 1928?

A. 1928 to 1932.

Q. You were employed by the Motor Transit Management Company in 1928?

A. Yes.

Q. And that is about since the Greyhound started?

A. Yes. I saw the first bus from their New York garage—when they had two runs a day from New York to Pittsburgh.

Q. And were you transferred to Pittsburgh because you asked, as a personal favor, to be transferred—as this was your home?

A. Yes.

Q. You were granted the request?

A. Granted the request, and a pass.

Q (By Mr. CARMODY.) You were reclassified sometime in July, were you not?

A. Yes, sir.

Q. Did you know at that time that you had been reclassified?

287 A. Yes, sir.

Q. You knew you were then the youngest first-class mechanic? Did you know that?

A. No, sir; I did not.
Q. When did you discover that?
A. The day I got laid off.
Q. Now, you have a rate of 70¢ an hour. How much did the other first-class mechanics get?
A. That I cannot answer.
Q. You don't know the other men's rates? All right.
Q. (By Mr. BOWEN.) One more question on that: Don't you know there was posted on the bulletin board a classification of the employees, at the time it takes place, and notice thereon that anyone who had any questions should take it up with the heads of the department?
A. That is on the classification?
Q. Yes.
A. Yes.
Chairman MADDEN. Did that notice give seniority?
Mr. BOWEN. No; that was a classification list.
Mr. WATTS. May I ask that we obtain that from sworn testimony? I would like very much to cross-examine someone on that.
Chairman MADDEN. You may do that.
Mr. BOWEN. We have it and intend to put it in evidence.
288 Mr. WATTS. That is all, Mr. McKelvey.
(Witness excused.)
Chairman MADDEN. We will recess until 2:00 o'clock.
Mr. WATTS. I have one witness here. He is here under great difficulties. I think it will just take a few minutes.
Chairman MADDEN. Just a minute. We are going to hear one more witness.
STEVE DISK was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Disk?
A. 3448 Penn Avenue.
Q. Do you know Mr. McKelvey?
A. Yes.
Q. The gentleman who has just been testifying here?
A. Yes.
Q. Did you know him in May—you have known him all those years?
A. Yes; we were close friends for a good many years.
Q. Now, then, was there an occasion when on a Sunday night you accompanied Mr. McKelvey while he went to a meeting place, as he has described here?
A. Yes, sir.
Q. Did you hear him testify?
A. Yes, sir.
Q. Did you go with him in his car until he parked, the first
289 time?
A. Yes.
Q. What did he do after he parked?
A. He left the car and went over to a black Plymouth Sedan.
Q. Was there a man in that black Plymouth?
A. There was.
Q. Was there anyone else in there?

A. Just one man and Mr. McKelvey.
Q. You didn't get in with them?
A. No.
Q. How long did they stay there?
A. Just a short time.
Q. What did Mr. McKelvey then do?
A. He came back and said, "We're going to the 16th Street Bridge." The car followed him, and parked on 16th between Penn and Liberty. We parked on Liberty. Mr. McKelvey left the car and went over to that black Plymouth.
Q. How long did he stay this time?
A. About half an hour.
Q. Then he came back to his car?
A. Yes, sir. Then he pulled away.
Q. You mean, you and he pulled away.
A. I got out of the car while he was away, and then when he came back we pulled away.

Mr. WATTS. Your witness.

290 Cross-examination:

Q. (By Mr. BOWEN.) Where do you work?
A. Glass Plant—J. T. & A. Hamilton.
Q. At the time you went with Mr. McKelvey in his car, were you a friend of his?
A. Yes; a personal friend.
Q. You were not interested in his reason?
A. No, sir.
Q. Did he tell you the reason?
A. He said he was going to see a boss of his—said it was very important, and asked me to accompany him, and I agreed and I went over.
Q. Was that the only time you went with him at one of these meetings?
A. Yes.
Q. Do you belong to a Union?
A. Yes; I do.
Q. What Union do you belong to?
A. Glass Blowers' Bottle Association.
(Witness excused.)
Chairman MADDEN. We will recess until 2 o'clock.
(Whereupon, at 1:05 p. m., a recess was taken until 2 p. m.)

291 AFTERNOON SESSION, 2 P. M.

ERNEST DUNBAR was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Mr. Dunbar, what is your residence address?
A. 210 Dakota Avenue, Bellevue.
Q. And what is your occupation?
A. Examiner of the Sixth Region, National Labor Relations Board.
Q. And assigned to this office here at Pittsburgh, are you not?
A. That's right.

Q. At my request, and on the 6th day of September, of this year, did you call at the garage operated here at Pittsburgh by the Greyhound Lines?

A. Yes, sir; I did.

Q. At that time what part of the garage did you enter?

A. The drivers' room.

Q. And when you went into the drivers' room did you have a conversation with anybody?

A. I walked over to one of the bus drivers and said, "Where can I receive an application for employment?" He said, "In the office there."

Q. Did you then go to the office and obtain such an application for employment?

A. I went to the office and asked a young fellow there—told
292 him I'd like to have an application for employment as a bus driver. He said to me that all the bus driver positions were filled for the rest of this year, and I couldn't get an application until the first part of next year. Then I said to him, "Well, I'm a mechanic and I'd like to put in an application for a mechanic's job", He said, "You go over to the other side."

Q. Meaning the other side of the garage?

A. That's it.

Q. On the other side of the garage did you obtain an application form used for applications for employment?

A. Yes; I did.

Q. I show you Board's Exhibit No. 43 and ask you if that is the blank you obtained?

A. Yes, sir.

Mr. WATTS. I offer it in evidence.

(Board's Identification Exhibit No. 43, Witness Dunbar, received in evidence.)

Q. After you received Board's Exhibit 43 did you have a conversation with anyone in the garage?

A. Well, the man that gave me the application—prior to that time, rather, I was standing in the office—there was nobody there, and finally this man came up to me and said, "Can I do anything for you?"

"Well", I said, "who are you?" He said, "My name is Johnson,
293 and I'm in charge today." I said, "Yes; I'd like to apply for a job as a mechanic." He said, "The fellow that does that work is out now; perhaps I can get you an application"; so we go in the office; he finds an application and hands it to me.

Q. That is Board's Exhibit 43?

A. That's right.

Q. Go ahead and tell us what else happened.

A. He said to me, "Where did you work last?" I said, "I'm still employed." He said, "Where?" I said, "I'll tell you if you don't call up, because if you call up I'll be discharged." He said, "I won't call up." I said, "Pittsburgh Motor Coach." When we were walking out to the garage I said, "Do I have to join any Union from here?" He said, "No, no"; he said, "We have here an employes' association and we elect representatives and they act for us." I said, "Do I have to join that?" He said, "No; they just hold elections; if you want to vote, you can, and if you don't want to, you don't have to." By

that time we were at the side door of the garage, on the California Street side. I looked around the garage and I said, "Oh, you do major work here?" and Mr. Johnson said, "Yes; we build the bus from the ground up." I said, "I heard some reports that you were going to move those major works out to some other garage." I said,
294 "I don't want to come here to work if that's what you're going to do." He said, "That's what the Company officials were saying, since the Union men were organizing, but since that time we haven't heard anything more about it."

Q. At that time did you thank the gentleman and leave?

A. Yes, sir; I thanked him and walked out.

Q. On September 23rd, at my request, did you also obtain from the respondent a copy of the Local, Inter-Division & Joint Express Block Tariff?

A. Yes, sir; I did.

Q. I hand you booklet bearing your signature. Is that the one you obtained?

A. Yes, sir; that's it.

(Board's Exhibit No. 57, Witness Dunbar, marked for identification.)

Mr. WATTS. I offer it in evidence.

(Board's Identification Exhibit No. 57, Witness Dunbar, received in evidence.)

Cross-examination:

Q. (By Mr. BOWEN.) You were treated courteous while you were on our property, were you?

A. Oh, yes.

Q. Mr. Johnson? You don't know whether he was just an ordinary employed mechanic?

A. The reason I asked him his name, he looked like an ordinary mechanic—that's why I asked him.

Q. Yes. That's all.

295 Mr. CARMODY. Wait a minute. I would just like to say a word here. I'd like to have this in the record, as a statement from a member of the Board: I did not know that Dunbar was a witness, and could be a witness in this case. I did not think he would make a call that arises to seek information.

As a member of the Board, I do not like that way of doing business—and I want that in the record. I will say it publicly here, and say it to my own associates. It may be perfectly justified, I do not know, but I think there is sufficient evidence already in the record. Evidence will naturally come from the Company, to give the Board judgment on these matters.

I just want that in the record. I don't like that—these fellows carrying information back and forth, and so on and so forth. I don't like that.

Chairman MADDEN. Did you offer that application blank?

Mr. WATTS. That has been offered, and it has been stated that there was no objection to its receipt.

Chairman MADDEN. Did you have it marked?

Mr. WATTS. It has been marked.

Chairman MADDEN. What is the number?

Mr. WATTS. 43.

Chairman MADDEN. This one that Mr. Dunbar testified to?

Mr. WATTS. Yes.

296 Chairman MADDEN. How about this number?

Mr. WATTS. The Exhibit was identified by a preceding witness and had to be numbered for purpose of identification, and therefore when it comes in in this stage it is out of order as to number.

(Discussion off the record.)

(Witness excused.)

EMIL LAW was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Law?

A. 1242 Dickson Street, North Side, Pittsburgh.

Q. And were you employed at the Pittsburgh garage of these respondents?

A. Yes, sir.

Q. For how long?

A. A little over three years.

Q. Did you make out a written application for a job when you went there?

A. Yes, sir.

Q. And was it an application such as Board's Exhibit 43, which I now show to you?

A. Yes, sir.

Q. What was your job, Mr. Law?

A. I was hired as a mechanic, but I was doing brake work.

Q. And is that work, in general, classed as major repair work?

297 A. Yes, sir.

Q. And the coaches upon which you therefore worked, were those allocated to Pittsburgh for major service?—I assume that is right.

A. Yes, sir.

Q. And the work that you perform is performed on the buses as they come in and out on their scheduled runs?

A. Yes, sir.

Q. And what day did you join Local Division 1063 of the Amalgamated?

A. May 25th.

Q. That was just prior to this first public hearing, wasn't it?

A. Yes, sir.

Q. And did you attend its various public meetings on May 28th, July 10th and 11th, respectively?

A. Yes, sir.

Q. Now then, about a week after the first meeting, the meeting of May 28th, were you called in by Mr. Nyland, Superintendent of the garage?

A. Yes, sir.

Q. Did you have a conversation with him?

A. Yes, sir.

Q. What did he say, and what did you say?

A. He asked me if I joined the Union, and I told him "Yes."

298 He said that he and Carl Sprain investigated the Unions in through Indiana and found that they were not any good, and

that the employes of the Pittsburgh garages were getting as much money as any garages ever pay.

Q. Did he have any further advice to offer you?

A. Yes; he told me to keep my nose clean.

Q. By the way, is Mr. Nyland in the courtroom?

A. Yes, sir.

Q. Where is he?

A. About the third row back.

Mr. WATTS (addressing Mr. Nyland). Would you mind standing up, Mr. Nyland?

(Mr. Nyland rises.)

Q. Is that the man?

A. Yes, sir.

Mr. WATTS (addressing Mr. Nyland). Thank you.

Q. Now, then, did you get a raise on the 1st of July?

A. Yes, sir; I got a 5 cent raise.

Q. When you went down to that second meeting of the Union on the 10th of July, did you see Mr. Nyland, whom you have just identified, near the entrance?

A. Yes.

Q. Was there anybody with him?

A. Mr. Bauer, the Supervisor.

Q. What were they doing there?

299 A. They were watching who was going in at the meeting.

After this Union meeting, were there any statements made in your presence by the Shop Foreman, Mr. Bremmier?

A. Yes, sir; I don't know whether it was made direct to me, or indirectly. I was at the desk getting a list of coaches going out, and Mr. Bremmier made the remark "When this old garage closes down, some of the employes are going to starve to death."

Q. Was there anyone else there?

A. I was standing at the desk, and I don't know just who was up at the pit.

Q. Do you know the approximate date of that?

A. No; I wouldn't state a date.

Q. But it was following a meeting?

A. Yes, sir.

Q. Now, then, on the 28th of July were you called in by Mr. Nyland?

A. Yes, sir.

Q. What was on Mr. Nyland's mind on that day?

A. I was called in the office for "whispering."

Q. Is it against the Company rules to talk or whisper in the garage?

A. I was never informed about it.

Q. But you were reprimanded for whispering?

A. Yes, sir.

300 Q. There was nothing else discussed?

A. Yes, sir; he told me if I had done any whispering I could "hit the time clock" and take an hour off. In fact, two of us were called in on that "procedure."

Q. Who was that?

A. Mr. Mitchell.

Q. Were you called in on the 30th of July?
A. Yes, sir.
Q. In the presence of Mr. Duvall?
A. Yes, sir.
Q. Is he in the courtroom?
A. Yes.
Q. Where is he?
A. Sitting right at the desk.
Q. Beside Mr. Bowen?
A. Yes, sir.
Q. Did you have a conversation with him?
A. Yes.
Q. What did he say to you?
A. He asked if I attended meetings with Mr. Nyland in regard to road failures. I told him "Yes." He said he would have to let some of the men go, and because I was one of the unfortunates, one of the younger men in the service, he would have to let me go.

He asked me if I worked on coach 566. I told him I did. He
301 said, "You know it had a serious accident in Warren, Ohio, due to the fact that the brakes locked." He also stated it killed two people. I told him I couldn't see where I was responsible for a coach that was major serviced at Detroit; in fact, when Detroit coaches come into Pittsburgh the brake service is very poor.

Q. Would your coach ordinarily have been tested after your work was performed?
A. Yes, sir.
Q. Can you tell me offhand, roughly, how far Warren, Ohio, is from Pittsburgh?
A. I'd say about 100 miles.
Q. Did you have any prior accidents laid up against you as a workman?
A. No, sir.
Q. Have you any personal knowledge of what did happen to coach 566?
A. Frankly, no; I do not.
Q. Have you any personal knowledge of the cause of whatever may have happened to coach 566 at Warren?
A. The only thing, Mr. Duvall informed me, was that the brakes locked.
Q. I am asking, of your own knowledge, what happened to the coach, that there was an accident. Do you know?
A. No.

Q. What were you making when you were discharged?
302 A. 57 cents an hour.

Q. Did you have any work since the time you were discharged?
A. No, sir.
Q. And you were working an 8-hour day; is that right?
A. Yes, sir.

Cross examination:

Q. (By Mr. BOWEN.) You did work on the brakes of this coach before it left the Pittsburgh garage?
A. Yes, sir.

Q. And you O. K.'d them on a record card?

A. I thought the brakes were all right; yes, sir.

Q. And if you had been responsible for an accident such as occurred at Warren, Ohio, your dismissal would not have been too drastic action, would it?

Mr. WATTS. If the Board please, there is nothing——

Chairman MADDEN. It's a hypothetical question.

Q. In comparison with discipline meted out to others in the service—drivers and mechanics, for instance.

A. I don't see where I should be held responsible for that accident.

Q. I am not basing my statement, if you were responsible; I am saying, if you were responsible, the discipline you got would not have been too drastic discipline?

A. Yes.

Mr. CARMODY. I am a good deal like counsel. I don't know
303 what happened at Warren. I would like to know what really happened.

Mr. BOWEN. We will put it in.

Q. You don't think the dismissal would have been too drastic even if you were the responsible party?

A. No, sir.

Q. You know many of the drivers have been discharged for accidents on the highways.

A. You understand, I am not a driver; I am a mechanic.

Q. But you know many drivers have been discharged on account of motor accidents?

A. Yes, sir. But you take that coach, traveling a hundred miles, if anything happened with the brakes, why didn't he stop on his journey to Detroit, or Cleveland? That coach passed the Pittsburgh garage from the terminal.

Q. If the fault of an accident of that kind, for which the driver, we will admit, should be held responsible, was, as a matter of fact, due to the failure of the mechanic to perform his duty properly, is there any reason why the mechanic should not be disciplined along with the driver?

A. I think I performed my duty as good as any on those brakes.

Q. I take it for granted you thought you did. But if you were responsible for that accident, you should have had disciplining, under the management of the Company?

A. I don't see why I was held responsible.

304 Q. Going into the record: This accident at Warren, Ohio, was caused by defects in brakes.

A. Can you tell me what kind of brake lining was on that coach?

Q. I don't know anything about it.

Q. (By Chairman MADDEN.) When was this accident?

A. I think it happened on Sunday before I was discharged. Just a few days before July 30th.

Q. When Mr. Duvall spoke of it, did you have any recollection of having worked on that coach?

A. Yes, sir. He asked me if I worked on the coach, and I told him "yes."

Q. And you remembered at that time having worked on it?

A. Yes.

Q. Did you remember anything about the condition of the brakes, or anything of that kind?

A. Yes, sir; the lining was about half worn out. I'll say the lining was a good brake lining on the coach.

Q. Did he tell you then what was supposed to be the fault of your work?

A. Yes, he said the brakes locked it.

Q. What would cause that?

A. I couldn't understand that myself. The brakes seemed to be all right. I tried the brakes on the floor and they didn't seem to be grabbing.

305 Q. What did he mean—"the brakes locked"?

A. Taking hold all at once.

Q. And causing the car to swerve?

A. Yes.

Q. As a mechanic, what would you say would cause that? What, in the condition of the brake——

Mr. WATTS. If the Board please, there is no proof here as to what happened at Warren, Ohio. I submit it is unfair to ask of this witness to explain the hypothetical possibilities.

Chairman MADDEN. I want to know what he, as a mechanic, would say about it.

A. About grabbing?

Q. Yes. What in the condition of the brakes?

A. I blame it on the brake lining that they used on that coach. I think they used a block that was made by the Manhattan Rubber Company, and they had trouble with that running right, themselves. The men here can give them the dope on that. We changed over a hundred and fifty brake drums, by using that Manhattan brake block—and I'm pretty sure that was the lining on that coach. It was put on in Detroit.

Q. It was half worn out when you saw it?

A. Yes.

Q. Wouldn't it have locked before, if the nature of the lining

306 was bad?

A. Yes, sir.

Q. (By Mr. BOWEN.) Did you report the condition of the lining after your examination?

A. I didn't think it would be necessary. To look at the lining, it looked good to me—looked in good shape. And a coach going a hundred miles, anything can happen to the brakes. They can lose air, or they can do most anything.

Q. (By Chairman MADDEN.) This accident was not caused by ineffective brakes—that is, by the fact that the brakes would not stop the car?

A. No. But going into that: The brakes were too severe in stopping it too quick.

Q. (By Mr. BOWEN.) What would be the effect if the brakes were not properly adjusted—if they were not equally adjusted?

A. One wheel would take hold before the other.

Q. One wheel would take hold before the other? And then what would happen to the coach? What is the reaction on the coach as the brakes are applied, when the brakes are not adjusted equally?

A. I don't think it would have much effect if——

Q. (Interrupting.) Well, you are a brake expert. What is the reaction on a car?

A. I think you have me mixed up as a brake expert. Ac-
307 cording to the salary I drawed at Greyhound, I'm not a brake expert.

Q. But you were a brake man?

A. I worked on brakes; yes.

Q. Well, do you know, as a mechanic, what the reaction on a car is when you apply the brakes and they were not properly adjusted?

A. I say the brakes were properly adjusted.

Q. I am saying on any car. Take any bus.

A. I try to get them as even as I possibly can.

Q. Suppose they don't get even, what is the reaction?

A. One wheel takes hold a little tighter.

Q. What is the reaction when the bus is tried to be brought to a stop?

A. I wouldn't say what would happen.

Q. Does the bus go straight ahead?

A. Does it go straight ahead.

Q. When you are braking only on one side, does that bus, when you come to stop, go straight ahead, or swerve?

A. It swerves a little.

Q. When brakes grab hold on one side, it will swerve the rear end of the coach around; isn't that so?

A. Yes; it will start swinging the coach; yes.

Q. And you have machines there that can properly tell as to whether or not brakes are adjusted right?

A. Yes; there's machines down there.

308 Q. And on all of the operations throughout the System, after a coach leaves the garage with the brakes properly adjusted, it can run a long distance, two or three hundred miles, without further adjusting, if they were propertly adjusted—generally speaking?

A. Yes.

Q. Now, did you tell the officials of the Company that you were a member of the Local Amalgamated Union?

A. When I was approached by Mr. Nyland, he asked me if I joined the Union, and I told him, "Yes."

Q. That was after the first part of June?

A. That was after the first meeting, May 28th.

Q. And did you participate in the elections for the employes' association, in 1933 and '34?

A. Yes, sir.

Q. Did you know that under those rules and regulations of that association, if you felt you were unfairly dealth with, if you would file a complaint, that would be considered by the representative of the employes, and management?

A. I hadn't any complaint to file. If I had had a complaint, I would try to ring it out myself.

Q. You never did file a complaint after you were removed?

A. No.

Q. You feel this cause was not properly your fault, in regard to this accident?

309 A. No; it was not my fault.

Q. And you were informed that was the reason you were removed from service?

A. Yes.

Q. Are you employed now?

A. No.

Q. Haven't been since your discharge?

A. No.

Q. Have you ever made application to the Company to be reinstated?

A. I don't know who to go to.

Q. But you haven't?

A. No; will you kindly state who I was to go to make my statement to.

Q. Did you file an application for a job in here?

A. Yes; all right; how was I to get on the premises when they had police on the premises.

Q. You filed an application?

A. I filed an application to be employed, yes, but there was no police on the premises then.

Q. How long were you employed?

A. A little over three years.

Q. All the time in the Pittsburgh garage?

A. Yes.

Q. (By Mr. WATTS.) You were forbidden to go on the prop-

310 erty of the Greyhound Lines after your discharge?

A. Yes. They had police there—they must have had police for some purpose.

Q. (By Mr. BOWEN.) How many police were there?

A. The day we were discharged there was one walking around in the shop in civilian clothes, and two hung in the drivers' room.

Q. Also in civilian clothes?

A. Yes, sir.

Q. How do you happen to know they were policemen?

A. I happened to know they were policemen.

Q. (By Chairman MADDEN.) City policemen?

A. Yes, sir.

Q. When Mr. Duvall discharged you, he told you it was because you were the youngest mechanic?

A. Yes, sir.

Q. And then later he spoke about this bus accident?

A. Yes.

Q. What do you think you were discharged for?

A. To come down to the whole thing, it was through my Union activities.

Q. You didn't feel sure, from what he told you, whether he was putting it on the ground of lack of seniority, or on the ground of having had an accident?

A. Yes, sir.

311 Q. And you didn't think it was either of those?

A. No, sir. In fact, this coach I was charged with in road

failure on that coach, is chargeable to the Detroit garage, not to the Pittsburgh garage.

Q. (By Mr. BOWEN.) You mean, on a brake job that has been tested here at the Pittsburgh garage, is not held against the Pittsburgh garage for that job?

A. If it's a Detroit coach—we get orders to do the least work we possibly can on a coach serviced at Detroit.

Q. You understand, and it has been shown by the evidence here, that there are certain coaches assigned to the different garages for major services?

A. Yes.

Q. But all these garages do the servicing that has to do with the operation, such as brake service, greasing and oil?

A. Gas and oil.

Q. (By Chairman MADDEN.) Did this coach get brake service here because the driver had reported something wrong with the brakes?

A. I don't just recall what was wrote on the service order, but I worked on the coach for brake service.

Chairman MADDEN. Will you people give us that?

Mr. BOWEN. Yes; we will have the record on this coach—the service record.

(Witness excused.)

312 JAMES WEIR was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Weir?

A. 149 Meade Avenue, Bellevue.

Q. Do you know Mr. Chuck Hilton?

A. Yes, sir.

Q. Do you know a Mr. George Drake?

A. Yes, sir.

Q. Do you know Mr. H. S. Crawford, manager of the Pittsburgh garage, Pittsburgh region, Pennsylvania Greyhound Lines?

A. I haven't met him personally, no.

Q. Do you know who he is when you see him? Would you recognize him?

A. I can't say that positive. I have seen him several times but not very plain.

Q. Now, you recall when Mr. Jack Hilton came to Pittsburgh?

A. Yes, sir.

Q. When was that?

A. It was along in the early part of May—around in there.

Q. This year?

A. Yes, sir.

Q. Now, then, what does George Drake do?

A. He's a driver for the Pennsylvania Greyhound.

Q. Do you know where Hilton lived when he came here to Pittsburgh?

313 A. Why, Mr. Drake took him where he was boarding, to stay with him.

Q. Where was that?

A. Davis Avenue, North Side, Pittsburgh.

Q. Now, then, did Hilton, after his arrival, and after he started living with Mr. Drake, begin to get down around the office of the Greyhound Lines, or around the garage of the Greyhound Lines?

A. Yes, sir; he was there practically all the time.

Q. At that time did Mr. Drake make an arrangement with you to drive Mr. Drake's own personal car?

A. Well, at that time I was selling cars for a friend of Mr. Drake's, and he said if I wanted to go to work for a friend of his, he would let me use his car to run around in—all I had to do was go down in the garage and get his car off his run—so I did. So after Mr. Hilton came in he told me to drive this Chuck around wherever he wanted to go, that he had no license.

Q. So you began chauffeuring Mr. Hilton around Pittsburgh, as he asked you to do?

A. Yes.

Q. How long had you been driving him around before you first heard of Mr. Davidson being discharged?

A. Well, it hadn't been very long. The very first afternoon I was driving the car, Mr. Hilton and Mr. Drake was sitting
314 in the back, going down the Ohio River Boulevard, and he said "It kind of looks bad for Davidson"—I heard Mr. Drake say that to Hilton. Mr. Hilton said, "We will go up and see what we can do. Now is a chance to put you out in front"—he meant Mr. Drake.

Q. He meant Mr. Drake?

A. Yes, sir.

Q. Now, then, did you take these two gentlemen—Mr. Hilton and Mr. Drake—from time to time, to the office of the Greyhound Lines, 1010 Liberty Avenue?

A. Yes, sir; sometimes half a dozen times a day.

Q. On those occasions, when you took both of these gentlemen to the office there, who went inside the office?

A. Mr. Hilton.

Q. Do you know where he went inside the building? Did he say where he was going?

A. Going up to see Mr. Crawford.

Q. Would he come out after awhile?

A. Yes, sir.

Q. What would he do, as far as Mr. Drake was concerned?

A. In other words, he was a go-between for Mr. Drake and Mr. Crawford. He would get instructions from Mr. Crawford and give them to Mr. Drake.

Q. In your presence?

A. Yes.

315 Q. Was their discussion at that time about getting some petitions started?

A. Yes, sir.

Q. Was that one of the subject matters transmitted to Mr. Drake through Mr. Hilton?

A. Yes, sir. I had them over one afternoon—Mr. Drake came in off his run, went home, Mr. Drake changed clothes, and I took them to the terminal and Mr. Hilton went in the office and came out with a paper, and they both got in the back seat, and he said, "Now, this petition, Mr. Crawford wants you to get this filled up as soon as you can, and get it to him"; and he said, "We will go home and we will

make one up and get it notarized." I took them down to the house, and Mr. Hilton made up the petition, and he said, "We'll take it over to Mr. Crawford and let him see how it looks." I drove them back; and Mr. Hilton went in with it, and came out, and that evening Mr. Bauer came out with Mr. Hilton, and he got in the car—Mr. Hilton sat in the front with me, and Mr. Bauer and Mr. Drake in the back, and I drove them down to the Kilkeary Hotel. Mr. Bauer and Hilton went in the hotel, was in there probably twenty minutes, and Mr. Hilton came out then by himself and had an envelope with some papers in it, and said, "I have all the dope settled now, and you better lay off tomorrow, don't go out on your run, you better stay off a couple runs because Mr. Crawford wants this back as soon as
316 you can get it to him, with all the drivers' names on."

Q. While you were down there with Drake, watching them type the petition, did you see what was in it?

A. Mr. Hilton typed it.

Q. What was the petition about?

A. I couldn't say, word for word.

Q. No; what was the substance?

A. That they were satisfied with the conditions of the Company and the pay they were getting.

Q. That is the one Mr. Crawford wanted back as soon as he could get it?

A. Yes.

Q. Do you know whether Drake followed Hilton's advice and took the next day off, and started circulating the petition?

A. He started that night at the terminal, until after 1:00 o'clock—caught some of the drivers coming in Liberty Avenue.

Q. Were you with him when he did that?

A. Yes, sir.

Q. Did you hear what he said when he handed this paper to the men and asked them to sign it?

A. If a man put up any resistance about signing it, he said, "Well, you know what it means, if you don't. There's a lot of these fellows trying to start something, and I'm strong against it, but", he said, "I'll be driving my bus out of here when none of those will."

317 Q. What did he tell them, if anything, about keeping a record of those who signed and those who didn't sign, and showing it to anybody?

A. I don't understand what you mean there.

Q. When Drake was asking the different men to sign the petition, did he tell them if they didn't sign he was going to report the fact that they refused to sign?

A. He said he was going to turn the ones in who didn't sign, the ones who did sign of course would be on the petition, but he told them that everybody he had asked yet had signed it.

Q. When this arrangement first started in with Drake and Hilton, did Drake ever display very much cash in your presence—at the beginning of it?

A. Well, Drake—of course, when he would get paid, the day after he would be broke.

Q. Now, then, during the course of time you were carrying him around, during the course of time he was circulating these petitions, did he begin to have more money?

A. Both him—Mr. Hilton was really the one.

Q. Mr. Hilton had a lot of money?

A. Well, not a lot. He was practically broke when he came here, hadn't any place to stay at first; after I started taking him around, he always seemed to have enough. I'd take him to the terminal and he would be broke in the morning, and would say, "I'll have to
318 go see if money came in for me." He would go upstairs and come down, and seem to have money.

Q. Did you ever ask Drake about laying off the runs, taking days off and running around, and that sort of thing?

A. One morning I said to Mr. Hilton, "Gee! George can't hardly afford——"—a little before that he was in family trouble, and in debt a lot—I said, "I don't see how George can afford to lose any time." He said, "He'll get paid for it, he ain't losing anything, the Company will pay him for it."

Q. Was there a time when Mr. Drake told you that the business of the evening would be to go to the meeting hall?

A. Yes.

Q. Who did you take over there near the meeting hall?

A. Mr. Drake came out of the garage this afternoon and said, "Jimmie, I want you to take Chuck down and show him where the corner of Columbus and Beaver Avenue is. There's some kind of a union or lodge hall down there where the mechanics are supposed to be holding a meeting", said, "The drivers are going to have a meeting tonight, and tomorrow night the mechanics are going to have a meeting." So I took him down—it was in the afternoon—and showed him where the building was.

Q. In the evening did you go back?

A. Yes, sir.

Q. Who went with you then?

319 A. Mr. Hilton.

Q. What did you do?

A. We waited until it got dark—didn't want to get down until it got dark—then he said, "Well, let's go down. I want to get all the license numbers of the cars parked around there." So I drove him down, and as we started across Beaver Avenue—that is, as you come down Columbus—we saw Jimmie Dillon, a former driver that had been fired shortly before that. Mr. Dillon holloed for us to stop—and I stopped—he had his hand in his coat pocket. Hilton said, "Don't say anything, he has a gun in his pocket." Hilton said, "Keep moving! Step on it!" I said, "Go to hell. You haven't a right to tell me where to stop. I have a driver's license, I have a right to drive a car." I didn't argue any more, drove down the street, and he said, "Beat it up to the garage as quick as you can and tell Drake." I did, and he got out of the car and went into Mr. Bauer's office. Mr. Bauer came out of the garage. I was standing out there, and he said, "Where did 'flat foot' go?" I said, "Do you mean the cop?" There was a policeman then on duty, guarding; there was trouble and they had policemen night and day guarding. I used to sit and play cards while I was waiting on Hilton. He said, "I mean, where is the policeman?" I said, "The bus is parked over on the other side of the street." So I told him

Bauer wanted him. The policeman walked back in the ga-
320 rage. This Chrysler car came out—Mr. Crawford's car—Mr. Crawford, Mr. Bauer and this policeman. So I left.

Q. You didn't go with them?

A. No, I stayed there. Mr. Drake was there, and Mr. Drake came to me and said, "What happened?" and I told him we thought Dillon had a gun, and they went down to search him. When they came back Mr. Hilton came to Mr. Drake and told him what happened, that the policeman searched Dillon and he didn't have any gun. So Chuck called me aside and said, "None of those fellows know you down there. You take George's car and go down and park about two streets below, and sneak up and take all the license numbers of any cars parked within a square of that building." I did, and I gave him about four numbers—but I didn't think they were any good.

Q. What happened to that list after it was made out?

A. Gave it to Mr. Hilton.

Q. What did he do with it, do you know?

A. That was late. We got back I guess about 11:30. He asked George, "How are you fixed for tonight?" he said, "I think I have all the drivers I can get tonight"—so we decided to go home. On the way home Mr. Hilton showed the list to George and said, "This is what we got", so he said, "I'll tell Crawford in the morning you have the list pretty well filled out and we'll get it over to him tomorrow."

Q. Do you know the approximate date of these meetings you
365 were checking up on?

A. Well, about the only way I could figure—you see, I was hired around the 13th of May, so it was, I'd say, within a week before that—somewhere around the 10th of the month.

Q. That is when you started?

A. Shortly after I started to work.

Q. From that time on you continued as you have described?

A. Yes.

Q. Now, you say you were hired to go to work for the Company?

A. Yes, sir.

Q. Who got you this job?

A. Well, I had been after Mr. Drake for some time—I said, if there was some chance to get me in—he always said, No, things were pretty dull. While I was hauling Hilton around, several times I approached him and said, "I wouldn't mind going to work." He said, "I'll see what I can do for you. It's funny George don't get you a job for this." I was in the drivers' room with Mr. Drake—happened to be in the drivers' rest room—and Mr. Nyland came in to wash his hands, or something, and Mr. Drake said, "Mr. Nyland, I want you to meet Mr. Weir. This is the friend I was talking about." So he told me to go ahead and tell Mr. Nyland "what you know and what you can do." I told him—I told him I didn't have any bus experience, just done some work on cars, so he said, "The
366 only thing I have open now is 'mechanic's helper', 45 cents an hour." I said, "All right."

Q. What did you tell him about any tools?

A. I told him I hadn't been doing much mechanical work, and what tools I did have I sold some, and gave some away.

Q. What was his reply when you told him you hadn't any tools?

A. He said, "You don't need many to start with"—that would give you a chance to get a tool kit built up.

Q. Did he have any instructions to give you before you went to work?

A. The only thing he told me was to come out next morning and see him.

Q. You went to work the next day?

A. No; I went down the next morning and he gave me an application to take to the doctor's for an examination, that I paid $2.00 for, and I came back and filled out a regular application. So then he asked me if I got my tools yet, and I said I didn't want to buy tools until I found out if I could pass the doctor's examination, so I said I'd go up and get them, and I started to work the next morning.

Q. What rate of pay did you start working at?

A. 45 cents an hour.

Q. How often did you get paid—every two weeks?

A. Yes.

Q. The first pay day you got paid 45 cents an hour for an 8-hour day?

323 A. Yes, sir.

Q. How much did you get paid the second pay day?

A. Pretty nearly every pay my pay was different.

Q. Did it go up or down?

A. I started the 13th of May, and of course only had two days in that one pay—that averaged 45 cents an hour, but the next pay didn't average that, it was more—the first full pay I got was more.

Q. What was the next one?

A. You mean the rate?

Q. Yes.

A. That's what I say I never could figure out.

Q. What about the third? Still more?

A. Yes.

Q. So you got three pays, and the second and third pay increased, and you were there three pay days; is that it?

A. Yes.

Q. Now, did you get instructions from anybody else as to what you were to do while working there?

A. When Mr. Drake introduced me to Mr. Nyland, Nyland started in the shop, and he said, "You don't have to worry about this Nyland, he's on our side." Of course, I got the drift of what he meant—thought I was just going to be a stool pigeon. Mr. Drake and Mr. Hilton both said, "You go to work out there and keep your

324 eyes and ears open, and get all the dope." He told me about this Union they were trying to organize. He said, "There's going to be a lot of guys cleaned out for this Union business, and there'll be a good chance for a good job for you in there." So I never really gave him any information.

Q. Did they come to you from time to time and ask you what you had found out, or seen?

A. Yes, sir.

Q. Who did come to you?

A. Both Mr. Drake and Mr. Hilton. Of course, I was driving Mr. Drake home, and almost every day he asked me if I got any news for him.

Q. Did there also come a time when Mr. Drake came to you and said he heard you had joined the Union?

A. Yes, sir.

Q. How long had you been working there when he came and said that to you?

A. Oh, about four or five weeks, I guess.

Q. Did they send you up to Nyland to see him?

A. No. The way it was: Mr. Drake came to me, all mad, it was on our lunch hour. He said, "Mr. Nyland came to me and says, 'What the heck kind of a man did you recommend to me?'" I said I didn't know what was the matter. He said, "I heard you have signed up with this Union, and right in here—you're as bad as the rest." I said, "That's a lie", because none of the fellows ever approached
325 me—they were scared of me, they figured I was a stool pigeon, because they seen me with Mr. Drake all the time.

Q. Now, then, after these conversations, what happened to you?

A. I was fired.

Q. Do you remember the day on which you were fired?

A. It was around the 9th or 10th of July—I think the 10th of July. Mr. Hilton came to me, too, and says, "You go out and tell Mat"—that is the foreman, Mr. Bremmier—"and tell him, and go to Jack and tell him that when the Company wants you to sign up, you'll sign up"—but I never have.

Cross-examination:

Q. (By Mr. BOWEN.) You didn't belong to the Union, did you?

A. No, sir.

Q. And you don't belong?

A. No, sir.

Q. You hadn't any experience as a mechanic's helper even at the time that you went to work?

A. It's practically all I've done all my life, is work on automobiles, but I had very little bus experience.

Q. You apparently were put to work because of your friendship with Mr. Drake? He was the one who got you in, wasn't he?

A. Yes—him and Hilton.

Q. When you were discharged, what was the reason given to you for the discharge?

A. There was no reason.

326 Q. Do you think you had been a satisfactory mechanic's helper?

A. Well, I had always done what I was supposed to do, and that I was doing it right.

Q. Do you think you were a competent mechanic's helper?

A. For all I ever done, I think I was.

Q. Weren't you told your work was not satisfactory?

A. No; I was not.

(Witness excused.)

STEPHEN MITCHELL was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Mitchell?

A. 806 Woods Run Avenue.

Q. Now, have you ever worked for the respondent, Greyhound Lines?

A. I have.

Q. When were you first employed?

A. It's been so long, I don't remember—around '27 or '28—something like that. I don't exactly remember the date.

Q. Where did you go to work when you started in?

A. In Chicago.

Q. And how long did you work at Chicago?

A. Oh, about a year, I suppose.

Q. And then what happened to you?

A. I came in to Pittsburgh—I was on my vacation, and at that time they were "cleaning house" in Pittsburgh; in other words,
327 what I mean by "cleaning house"—general firing. I came to Pittsburgh on my vacation and I went to see some of my friends at the Greyhound. At that time I meets Mr. Sprain and Mr. Duvall, and also the night foreman from Chicago. I spoke to the night foreman, and I seen Mr. Sprain, and they got their heads together and decided I was a good man to fill in.

Q. Were you still working for the Company in Chicago, and transferred to Pittsburgh?

A. That's right. I immediately went to Chicago and got my tools and came back the following day.

Q. What is your occupation, particularly.

A. As a mechanic.

Q. Any specialty you have, or just, generally, mechanical work?

A. Well, at first I was a road man, and after I was a road man I was working on motors—mostly changing blocks—mostly motor work.

Q. When you talk about a "road man" what do you mean?

A. Going out for disabled buses, remedying them the best you can, and bringing them in off the highway.

Q. Now, you were discharged in 1933, weren't you?

A. That's right.

Q. What was the cause given for that?

A. Well, there was a big cause for that: That was during a rush season when this happened, and I was changing blocks and try-
328 ing to do those on an average of one a day—well, a day and a half to a block. On this particular job we were in bad need of St. Louis buses. This bus happened to be 265—we were in bad need of buses. I was changing this block, and it came around 3:00 o'clock in the afternoon, or 4:00 o'clock, and my foreman came to me and said, "Steve, we have to hustle up; we have to have this bus for St. Louis tonight." That was something unusual, to have a block changed without a day's running. I said, "I can't make it myself without my helper, I'll have to have help", so he gave me a helper—in other words, I was downstairs, and two or three above me. What I mean by "downstairs", in the pit, and had the light above me.

Q. You had a light on at that time?

A. Oh, yes; I always had a light on. [Continuing:] After this motor was completed—I would say 5:30 or 6:00 o'clock in the

evening—being pretty tired after being rushed and hustled along—I managed to get this motor running, and set it aside. All right; everything was lovely, and I went home. The next morning I came to work at 7:15 and who meets me on the stairs but Mr. Bremmier—he was night foreman at that time—he says, "You done it." I said, "What did I do?" he said, "265 has a hole in the motor." I didn't believe it, it didn't seem possible, and when I got in, sure enough, there was 265 crippled up with a hole in the side.

Q. (By Mr. BOWEN.) What do you mean "in the side"?

A. The upper crank case,—the piston broke and went
329 through the engine. [Continuing:] So one question led on to another. I had to wait until Mr. Nyland came to work—although he knew about it the following night. Well, I had my overalls on, and tools in the tool box—because I knew something was going to be said about it. I immediately goes into the office when Nyland came, and he calls up Cleveland, or somebody, and tells me he'll have to let me go.

Q. (By Mr. WATTS.) That is, Mr. Nyland?

A. That's right. [Continuing:] In the meantime, I found out who went out after this bus. after this road failure—I finds out Mr. Rear went out to get the bus and relieve the passengers; I finds another bus went out with him to bring the bus in while he was driving the relief up. He got the bus started up and it had a knock in the motor, and Mr. Rear, as a driver, was scared of it, so he decided to call Mr. Bremmier. He told Mr. Bremmier he was going to tear that motor down to see what was causing it to knock. While he did that, Mr. Bremmier said, "Drive it in. Are you scared?" He said, "I'm scared." He said, "Set it out there." He said, "John, you drive my bus and I'll drive that in." He said, "John, that sounds bad"——

Q. (By Mr. BOWEN.) This conversation was all told you?

A. I found it out piece by piece. [Continuing:] Mr. Bremmier takes the bus, and here we get into Pittsburgh there, just a little piece out of Mt. Lebanon, down a hill, and he got into the tunnels, and she went "boomb" altogether.

330 Q. (By Mr. WATTS.) Then there was a hole.

A. There was a hole. I got blamed for the hole. This driver stopped when he heard the noise.

Q. How long did you stay out of the employ of the Company?

A. I'll say, roughly, five months.

Q. Who re-hired you?

A. Mr. Nyland.

Q. And Mr. Nyland had knowledge of this situation?

A. That's right.

Q. Did you join Local Division 1063 in May?

A. I was put on this work when I was re-hired.

Q. Did you join Local Division 1063?

A. I did.

Q. On the 28th day of May did you have a conversation with Mr. Bremmier about Union meetings?

A. He was the first one met me at the door. He said, "Are you going to the meeting?" I said, "What meeting?" He said, "You know what meeting—what the hell! We've been friends a long time now. Why hold back? Come on."

Q. Is Mr. Bremmier in the courtroom?

A. No. I wish he was.

Q. Go ahead.

A. He said, "You know all about this meeting. Steve, if you are smart, you're going to stay away from it, you are being mis-
331 led." I said, "Mat; no I'm not. I didn't join the Union"—which I denied—I kept on belonging. He asked Mr. Rear, and he also denied and said he wasn't, but he was—we were there at the meeting.

Q. Did he tell you why he was asking you?

A. He said it was his business to find out, and if he wouldn't find out from me, he would find out from somebody else. I said, "That's your business. Go on."

Q. Were you called in by Mr. Sprain or Mr. Nyland?

A. Yes; I was called one Thursday—the exact date I don't know—it was on a Thursday, because Mr. Bremmier wasn't at work——

Q. (Interrupting.) It was after the first meeting?

A. Yes. Mr. Duvall comes out and said, "Steve, come on in the office"——

Q. Mr. Duvall or Mr. Sprain?

A. Mr. Sprain.

Q. You said, "Mr. Duvall."

A. Mr. Sprain was sitting there, and Jack Nyland, and Jack Nyland slammed the door and we went into a little talk.

Q. What did they say?

A. Mr. Sprain said, "Steve, I think you are not satisfied with your work—there's something wrong—what's it all about? Why don't you take it off your chest?" I didn't understand. He said, "If you're not satisfied to work, your money is waiting for you at any
332 time." That didn't sound so good, because I was pretty squeezed at that time. I said, "I don't understand. He said, "Through this Union business"; he said, "Don't you realize we've been out on a survey of this companies, a lot of bus companies, and found that the Greyhound bus pays more than the Union does", and said, "Don't you realize there are just a few fellows trying to organize are going to get $3,700.00—and what are you going to get?" Well, I kept denying one thing after another. He said, "If you don't like it, you can do as you want, but your money is waiting." I turned around and said something—"Hasn't my work been satisfactory around here?" Sprain said, "That isn't it. There's something in the air that just don't mix." I kept my mouth shut for fear I would get my foot in it, and got out. So I walked in the shop——

Q. (Interrupting.) Did you go to the meeting of July 10th?

A. I did.

Q. Did you see Nyland sitting outside in the car, watching you as you went in?

A. I have.

Q. What happened to you the next day after that meeting?

A. On the 11th of July, about 4:15 I would say, Mr. Nyland was acting Shop Foreman. He walked into the first pit as I was working on a coach, and said, "Steve, I want you to go to Gettysburg". I said, "Not me, I'm married". "That don't make
333 a damn bit of difference; we have a serious job there, the driver drove a piston and broke the motor up". I said, "I

can't stand the expense. Send some of the other fellows up". He said, "Jesus!" Steve—can't you realize there are only two or three mechanics around here that can build a motor completely". I said, "I can't help that, I'm married." One thing led on to another—and I went.

Q. When did you get back from Gettysburg?

A. The 27th of July. Then after trying to excuse myself to get out of that——

Q. (Interrupting.) On the 28th of July, after you got back, were you called in and reprimanded for whispering and talking?

A. That's right.

Q. What was said to you?

A. On the 28th of July I got to work and Mr. Nyland came in, and I was putting on a Diesel engine—it was on an experimental coach, and I was the lucky one to be put on it, or the unlucky one, whatever you want to call it. About a quarter of 8:00 Mr. Law came in and said, "Steve, they've had a lot of trouble; that thing almost blew up on the fellows Saturday trying to get it started. They've left it for you". About that time Mr. Nyland walks in.

Q. Was that the conversation for which you were reprimanded?

A. That's part of it. [Continuing.] I goes ahead and tears this motor down. I'm dumb on it, I'll admit it. I went into it—like
334 reading the books to tell you what to do. I pulled out six pieces called an "injector; in those six pieces there's a tip two-thousandths of an inch in diameter—three-thousandths of an inch. I'm there at the window at Emil Law's desk, and I'm trying to find them little holes, to clean them out with this little wire. Emil Law said, "I can't see how you can see them." He walked over to get a couple wrenches to adjust the brakes on a bus. Jack Nyland said, "Steve, come here". I said, "uh, oh.! It's all off!" Who walks in behind me but Emil Law. We go into Nyland's office, and Nyland wanted to know what all the whispering was about. I didn't get time to explain—he was all rattled. To settle it all, I just kept quiet and walked out.

Q. Was any complaint made about you on the 28th of July other than about whispering and talking? Did he find any fault with your work as a mechanic—talk about the road work or anything else?

A. No.

Q. On the 30th of July were you called in again?

A. Yes.

Q. Who was there that day?

A. Mr. Nyland came out and called me first—I seen the Paymaster, and Mr. Duvall was sitting there. Mr. Duvall looked at me, and he looked at his desk—kind of arranging little pieces of paper there.
He said, "Steve, you have been at these meetings held by Mr.
335 Nyland?" I said, "No, sir". He said, "Well, you do know we have had seventeen road failures? I said, "Yes, I read about them off the bulletin board this morning—didn't know anything about them before". He said, "Due to these road failures, we are going to have to move some of this major work out of here, and due to moving this major work we're going to have to let some of our fellows go, and, according to this list of paper here, you are the youngest and the last name, and you are one of the unfortunates, and

you must go." I said, "What do you mean: I must go"? He said, "You are through". I said, "You mean I'm fired for seventeen road failures, and not guilty of one?". He said, "It's just this—you are just one of the unfortunates. We have to move the major work out of here". I said, "Well, it don't seem possible". Nyland was sitting there. I said to Jack, "Jack, has my work been satisfactory?" He said—Nyland was sitting there like a pup scared to say a word, looked at Duvall——I said, "If I'm fired, I'd like to have a letter of recommendation". Duvall said, "Let them call me".

Q. What was your rate of pay?

A. 68 cents an hour.

Q. An 8-hour day?

A. Yes.

Q. Have you been employed since you were discharged?

A. Yes.

336 Q. Can you tell us what you have earned since you were discharged?

A. I work "flat rate" right now. I make a couple dollars, and maybe I don't, but up to the present time I have averaged a little over a hundred dollars.

Q. In all?

A. Yes.

Q. There has been a lot of talk about seventeen road failures. You have been around this garage at Pittsburgh since 1928?

A. Something around there.

Q. I want to ask you whether or not, before the seventeen road failures occurred, there ever were road failures not reported on this score sheet?

A. Lots of them.

Q. Tell me how the boys handled it when they didn't want the score sheet to look too big.

A. They were driving in a "safety contest". They didn't care if they would lose their head, if they got the cup.

Q. Who was in charge of the compilation of the road failures? Who ran that business in the shop?

A. There were three—and you didn't know which one would grab it first—if he thought he was guilty, he got rid of it. A fellow went out, the driver drove 40 miles with a bus that was out of commission—drove it as far as Wilkinsburg before they fixed it.

337 Some road failures occurred, when the buses had failed on the road, and the driver was able to persuade them not to report him.

Q. What was the result of reports——

A. (Interrupting.) They just decided to put them on the board now and then. We don't know how many there were in July.

Q. Were there ever any accidents in which road failure reports were taken by the supervisors, taken out and thrown away, and no record made of it?

A. I haven't seen that; I have seen them torn up. I have managed to fix buses on the road, and didn't see anything about it on the bulletin board.

Q. You did that, yourself, and when the bulletin came out you didn't see anything about it?

A. That's it.

Q. Was the matter about the driver driving 40 miles one of these seventeen?

A. Yes; the driver drove 40 miles after the valve broke and went through the piston.

Q. With what result?

A. It chopped the motor up.

Q. If the driver had stopped when the valve broke——

A. (Interrupting.) It was just a defective valve. And Mr. Nyland said we were to change all of them.

Cross examination:

Q. (By Mr. BOWEN.) You consider proper maintenance of
338 buses in the operation of a garage, to assure safety on the highway, very important?

A. Yes.

Q. You have been in this business a long while, and you know about all there is to know in the mechanical end?

A. I think I do.

Q. And you have been with the Greyhound organization practically ever since it was the Greyhound, with the exception of a couple times you maybe have been laid off?

A. That's right.

Q. And you know these officers and men you worked with in this organization?

A. I do.

Q. You know Mr. Duvall as well as anybody else?

A. Know him to see—he spoke to me two or three times.

Q. You never had any hesitancy in talking to these men, any more than the men working alongside of you, did you?

A. Oh, no; I respected them. When they would speak to me, I'd speak.

Q. You are a man of intelligence, and you are not afraid to speak up?

A. When they "pinch" me, yes.

Q. You haven't been afraid to speak to these men?

A. Sometimes.

Q. You were with the Greyhound when it started in 29th
339 Street, Chicago?

A. 34th Street.

Q. You were with Mr. Duvall, and knew this man?

A. That's right.

Q. You know, as a matter of fact, that this proposition of safety and maintenance means something?

A. To them it does.

Q. What does it mean to the public, the passengers—the traveling public?

A. They don't know what is going on.

Q. You mean to say you don't know of accidents on highways brought about by faulty mechanical work—and that means nothing of interest to the public?

A. I wouldn't say.

Q. You know there are a great many accidents on the highways as a result of cars not being properly maintenanced?

A. If they would spend a little money, they wouldn't have that trouble.

Q. I am trying to bring out that maintenance is an important thing. You know about this place, Ossining, New York, when there wasn't the proper maintenance of a bus, and it ran into the river?

Mr. WATTS. Is that a Greyhound bus?

Mr. BOWEN. No.

Mr. WATTS. I move to strike it out.

340 Q. You know it was a great catastrophe?

A. Through experimental stuff—some concern will say, "Try this", and if it's all right, it's O. K.

Q. The Greyhound is building that up with the view of taking care of the maintenance of its buses so they will operate safely on the highway?

A. Yes.

Q. And the men they employ are the men they pick because they think the men can do their job?

A. Yes.

Q. And that is the reason you have stayed there all the years you have with the Greyhound, because you have been a good mechanic?

A. I don't know about that.

Q. You admit, yourself, you are one of the few mechanics that can build a complete motor?

A. Mr. Nyland told me that that time just to get me out of Pittsburgh in a hurry.

Q. Don't you believe that, yourself?

A. I think I am, but there's no use patting myself on the back.

Q. You are a good mechanic?

A. There's one thing about that game, you never learn it all. There are lawyers studying law and never learn it all.

Q. You have demonstrated that you are not only a good

341 mechanic, but that you would make a good lawyer.

A. I am trying to be.

Q. Now, at the time these connecting rods went into the engine, wasn't that in 1932, bus 264?

A. To tell you the truth, the exact date I can't say, but I think the bus was 265. 264 was one at midnight on a St. Louis run, and broke down on the other side of Mt. Lebanon, about two or two and a half miles on the highway.

Q. It went out of the Pittsburgh garage?

A. It went out of the Pittsburgh garage.

Q. And for that cause you were laid off?

A. That's right.

Q. There wasn't any mention about Union activity?

A. No, sir. And I was blamed for that. Then I found I wasn't at fault.

Q. How long was it before you got back?

A. Five or six months.

Q. How did you come to go back?

A. Back to the Greyhound?

Q. Yes.

A. I came down in the drivers' room and spoke to Mr. Foster.
Q. You came and asked for a job?
A. Yes.
Q. Since you have been laid off this last time, have you asked to be put to work?
342 A. I don't want to go around there, with policemen there, and big signs "No Admittance" on the doors.
Q. They have always been up there, haven't they?
A. No. The following day we went to the garage, and there were big signs along the doors.
Q. At any time they did have police, they were city police—they were not Greyhound police?
A. Police in plain clothes—the day we were fired.
Q. They were city police?
A. I don't know whether they were city police, or not.
Mr. CARMODY. Will there be some evidence as to who assigned those men to this job?
Mr. WATTS. I have no evidence.
Mr. BOWEN. I don't know. I understood, generally, they were city police.
Mr. CARMODY. Try to find out whether they were there of their own initiative.
A. You can tell a policeman when his coat flies open and his badge flies out. I wouldn't say whether he was a city police or a government man.
Q. He was some public official?
A. He was a man you had to respect, because he had a badge. I can't make any complaint to our man, because they cased him to Columbus just about a week or two ago. We can't get hold of
343 him. We don't have any money to run around for our representative.
Q. Do you know that there is such a man?
A. There was.
Q. There is no representative existing now, for the mechanical force?
A. I don't know. I don't associate with anybody from around that garage, and don't ask questions.
Q. And you have not gone back and made application for a job?
A. I'm telling you I can't get back there, with the police around there, and big signs "No Admittance".
Q. You have been around these courtrooms where the officials of the Greyhound are?
A. I wouldn't ask them for a job. They wouldn't give it to me.
Q. How do you know they wouldn't?
A. Because they fired me. It wouldn't do for a mechanic to report a General Manager; you can't go over his head.
Q. Didn't they tell you you were being laid off because they were taking work out of here?
A. They told me they "were through".
Q. Didn't they tell you you were being laid off because they were taking work out of here?
A. No; they didn't. He just said, "We're moving the stuff out of here".

Q. By that he meant the work?

344 A. I asked him what he meant. I said, "You mean I'm fired for being a good fellow for this company—this place, and that place—to Akron, and running around?" That's what I told him.

Q. Didn't he tell you they were moving the work out of here?

A. The major work.

Q. He told you that?

A. Yes.

Q. You understood that?

A. I couldn't understand that a company as big as this company——

Q. (Interrupting.) Did you posted on the bulletin board the seventeen road failures?

A. I have seen them on the board, and not on the board. Since I was road man I have seen as many as forty in a month.

Q. You mean, when you went out on the road the report was covered up?

A. Yes.

Q. That was one of the reasons it was necessary for the Company to check?

A. How do you mean?

Q. Find out whether they were reporting these road failures.

A. It's up to the foreman—he's the boss.

Q. Then he hasn't reported?

A. They were always reported by the mechanic. In fact, I know a mechanic that had a little accident, and had to pay for it.

345 Q. When you go out and take a road failure job, you make out a road failure card?

A. Yes.

Q. When that report goes in, the Company has an absolute record of that?

A. If it goes in?

Q. Yes. But if you don't make out a report it won't go out to the Company? It's always made out by the man who goes out on the road, unless told by the supervisor not to. So far as the record is concerned, the system is such that the man that goes out to take the job, if he makes the report, it will get into the proper channels?

A. Yes; if it goes through those channels. Cleveland is a long way from here.

Q. It is operated so that if there is one missing, it can be checked up?

A. Oh, I don't know about that. I have seen lots torn up by making a mistake on them.

Q. You don't think the record shows that report is missing?

A. I don't think so.

Q. You never noticed numbers on those?

A. Yes; but I don't think it makes any difference—missing a number of two.

Q. Did you participate in this election for this employes' association?

346 A. I have.

Q. Did you sign the original petition made before the formation of that organization?

A. You mean, the original?
Q. Yes; back when they were formed, in 1933.
A. Mr. O'Boyle—I don't know whether he was my helper or I was his helper—anyway, we worked together as motor mechanics. He was called in about it, and he came back and said, "Steve put it on there if you want to be safe". So I was the first one on there.
Q. So you were the one on the top?
A. I had to. I had to work.
Q. You voluntarily signed it?
A. No. You had to sign it. One man didn't sign, and he's not working at the Greyhound.
Q. You said he was your helper?
A. I don't know whether he was my helper or whether I was his helper.
Q. You are not afraid of the people working for the Greyhound?
A. Yes; I am.
Q. Mr. Mitchell you participated after that in a couple elections?
A. I did.
Q. You were not aware, if you had a complaint as to the manner in which you had been treated, that the Rules and
347 Regulations of that organization afforded a manner in which it could be brought to the attention of the organization and the attention of the management?
A. By who?
Q. By you.
A. I can't go to the Company, myself. The Company left me go.
Q. You could even put it in the mails.
A. You mean, to the representative?
Q. Yes; or the Company, itself.
A. I couldn't get hold of him. They chased him to Columbus, and he didn't come back for seven weeks.
Q. If you wanted to make it to the Company, couldn't you mail it?
A. I'm not mailing anything the Company will get hold of.
Q. You did not attempt, then, to use that plan——
A. (Interrupting.) I immediately went to see the President of our Amalgamated, Mr. Davidson.
Q. He was formerly General Chairman——
A. (Interrupting.) I don't know whether he was General Chairman, or just Chairman of the Board.
Q. You know he was Chairman of the mechanical force? At least, he knew the system of putting it before the Company, if you desired?
A. It didn't do him any good—he got fired. He tried to
348 lay his claim before them.
Q. He was head of the whole organization?
A. Yes; but it didn't do him any good.
Q. There wasn't any discrimination as to whether he belonged to the employes' organization, or whether he belonged to the Amalgamated?
A. I don't know anything about that.
Q. But you did not file complaint?
A. No.
Q. You have not gone to the Company asking to be put back?
A. No, sir.

Q. Are you now employed as a mechanic?
A. Yes, sir.
Q. Doing the same kind of work?
A. I'm working on pleasure cars.
Q. That is, you are still an automobile mechanic?
A. Yes, sir.
Q. You say you joined this Local of the Amalgamated?
A. Yes.
Q. Have you attended the meetings?
A. Yes; I have.
Q. Do you know men belonging to that Local Union now working for the Greyhound?
A. Yes; but they're worried; they don't know whether they are going to work tomorrow or not.
349 Q. There are quite a number?
A. Yes; I'd say ninety percent don't know whether they're going to be working tomorrow, or not.
Q. Did you see, for the last couple years, notice posted that this Company had entered into a code, and that they would notify employes, under Section 7 (a), that that gave the employes the right to join any union or any organization they wished?
A. I have seen something on that order in the drivers' room, but haven't seen it in the mechanics' room.
Q. You know what Section 7 (a) was?
A. Yes; by law—but not by Greyhound law.
Q. It was posted?
A. I don't think I ever seen it posted in the garage.
Q. If it was posted, you never took the trouble to go ahead and read it?
A. I don't think it was ever posted; if it was, I don't know it.
Q. Maybe you didn't see it.
A. But I do know one time Mr. Nyland had a meeting and says: "You can join everything you want"—after calling us a couple swell names, and in about five minutes apologizing to us.
Q. Now, Mr. Mitchell, your testimony indicates that you know just what kind of language is used around a garage?
350 A. Yes, sir.
Q. It is not always a little pink tea affair?
A. No; sometimes I "cuss" a lot myself.
Q. And when the men, and even the bosses talk, it isn't the kind of language you hear at a pink tea, particularly?
A. Yes.
Q. And they express themselves in language any man can understand?
A. (No response.)
Q. (By Chairman MADDEN.) You say you have known as many as forty road failures in a month?
A. Forty road failures—breakdowns. When we had the Waukesha motor, I think around 1930, we had a lot of pistons break—I think thirty pistons broke. The first thing, Cleveland or Chicago got after it and sent some Waukesha men down to replace every engine with different pistons and heavier connecting rods. Then we had times when we had transmissions go, one after another—as high as fifteen in a month, besides everything else. We finally eliminated

that and bought heavier transmissions to replace the light aluminum cases.

Q. Why did you happen to say "forty"? You didn't make any count?

A. I didn't say "exactly"—I said, "About as high as forty." There may have been more. There were more than seventeen, because
351 I know that month the pistons was breaking, I wasn't home but one or two nights a month. I was from one highway to another. I'd call them up, and they would say to go to another.

Q. (By Mr. SMITH.) When was that?

A. Around 1930. That was when we used Waukesha motors instead of General Motors.

Q. (By Mr. CARMODY.) What would you say was called a "road failure"—anything that stopped the bus and the driver couldn't get it going?

A. Anything where the bus stops and something is wrong, and the bus has to come back to the garage. But most of these failures, these famous seventeen they're talking about now, were failures that just couldn't be avoided—because when a man makes a machine, he can't say it's perfect—they're all man-made machines.

Q. (By Chairman MADDEN.) Did you ever check that list? Are those all substantial breakages? They all seem to be rather small things.

A. Some of those failures are pretty large—some because they're too old a motor, like them No. 2 rods giving out—that was due to the rods being too long on the road. The oil compressor gets its oil from No. 2 main bearing, and it robs the oil from the connecting rod—that's why we have connecting rod trouble.

Q. What happens then?

352 A. It just causes trouble, because it burns out. The driver would stop for fear it would break and a mechanic would have to go after them. I went after two at Gettysburg for the same thing.

Q. Whose judgment is taken on the question of whether these things are too old or not? Does the mechanic decide that?

A. We ask the Superintendent. If he says "OK", we have to say "OK" too. He said we would change them as fast as we could get them, but we didn't get the stuff to change. When it was a little worn, he would say, "That's all right." One time they had had a meeting and said if a connecting rod had over six-thousandths side clearance it should be removed. The next day it had eleven or twelve thousandths. "That's all right"—built that up and it's still going.

Q. (By Mr. BOWEN.) Who is that?

A. Mr. Nyland.

Q. Will you give us the information as to the jobs?

A. You mean, the exact jobs?

Q. Yes.

A. I can't tell you the exact number.

Q. Do you know when it occurred, or near the date?

A. (No response.)

Q. (By Mr. CARMODY.) How long was it ago, approximately?

A. I would be guessing, if I said. The best way I could find out, was the time Mr. Nyland had that meeting when he was
353 telling us about all those connecting rods, and valves, and stuff like that.

Q. (By Mr. BOWEN.) About the middle of July?

A. No; before that—April or May.

Q. (By Mr. CARMODY.) If you had all the parts, who could say whether it was eleven thousandths or six thousandths?

A. We would have torn the motor down and checked it.

Q. Suppose you checked it, how would you know now what it was three months ago?

A. That's something different.

Q. That's what you are asked to do, give the number of it.

Mr. BOWEN. The reason I asked the question, Members of the Board, is, if we had it we could check it and see what the job was on this particular motor. This man never was on a job that he didn't make out a record.

Q. (By Mr. BOWEN.) Mr. Mitchell, just a couple of questions: At the time you stated you had forty road failures back in 1930, that was kind of past history that we look back to, in pioneer days?

A. Yes.

Q. And the equipment we have today is nothing like that?

A. I'll grant you that.

Q. You said "as high as seventeen"?

A. I said we have had over seventeen in our days.

Q. You haven't during the last year?

354 A. I wouldn't say "in the last year", but I have seen it over seventeen in a month. I've seen it.

Q. In those early days?

A. Right along.

Q. (By Chairman MADDEN.) What do you mean? I suppose July and August would be heavy months, both for traffic and income, and road failures and everything else. What about the road failures in July—do you have any recollection about how many road failures there were then?

A. I wouldn't say just how many, but we would have them, in spells, some months more than another—some months we would get away with five or six or seven, and all of a sudden it would pile up—you don't know just when it's going to happen.

Q. (By Mr. SMITH.) The Company made quite a point of these seventeen road failures, didn't they?

A. Yes, sir.

Q. Were you and the other mechanics there in the garage surprised that there should be as many as that during the month of July?

A. I wasn't.

Q. Why not?

A. Because the way those busses would come in. They would throw some gas in, and oil, and get a bus driver and throw him in and send him out on the road.

Q. Wasn't the situation practically the same a year ago—July?

355 A. No, I don't think; I don't think it was as busy last year as this; I think this year was busier than last year.

Q. You mean, you think the mechanics were not given the proper amount of time to service the buses when they came in, and that is the reason for so many road failures?

A. Absolutely—didn't have time. The driver of the bus would be hurried—we would just grease it—As a mechanic, I often swept many busses off, grease them and wipe them off with a grease rag in a hurry, just to get them off. They would come in from New York, and turn around and go again.

Q. You mean, it would not go through the inspection where each car was checked up?

A. No. I have seen a job where the tester would just look in and see where the jack was, and leave it go, take it out of one bus and put it in another job—I was relieving them—because we hadn't enough jacks.

Q. (By Chairman MADDEN.) Is that what you were supposed to do?

A. That was instructions from the Foreman.

Q. Was it instruction from the Foreman that you did only that?

A. Just to get it out—"Wipe it off, check the oil in it, and let her go." Every now and then—well, if the bus was in such shape that it would have to have a little care, six or seven would dive in and tighten a bolt or two and let them go.

356 Q. (By Mr. BOWEN.) Do you consider then, Mr. Mitchell, that the maintenance work of the Greyhound garage is not well done?

A. No, it is not; not after being told what to do, then told that you are not doing it right.

Q. You don't think the work is well done?

A. No. It hasn't been done right from the time we lost the first superintendent.

Chairman MADDEN. I'm interested in the fact that you asked several of these witness if they applied for jobs since they were laid off. I take it the point of those questions was to help establish the Company's contention that these men were laid off, and not discharged?

Mr. BOWEN. That's right.

Chairman MADDEN. Wouldn't it be rather unusual, in view of the testimony given: One is, July being an exceptionally busy month; and two, these people were told they were being laid off because a lot of these major jobs were being shifted elsewhere;—wouldn't it be rather unusual to expect these men to come back and apply for jobs?

Mr. BOWEN. I don't think so. I think any man would take advantage of the channels open to him.

Chairman MADDEN. If you add to that that these men were told that they were responsible for road failures, you would hardly expect them to come back?

357 Mr. BOWEN. This man understood there was a reduction in that force, and why he was laid off. He has been with this Company a good while.

Chairman MADDEN. That is his status.

(Witness excused.)

ERWIN D. MATTHEWS was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Matthews?

A. 928 Kirk Drive.

Q. What is your occupation?
A. Bus mechanic.
Q. Have you ever been employed by the respondent, Greyhound Lines?
A. Yes, sir.
Q. When did you go to work for them first?
A. The early part of 1928.
Q. That was at Chicago?
A. No, sir; that was in Cleveland, Ohio. I was the second mechanic they hired in Cleveland.
Q. Where did you go from Cleveland?
A. Why, I checked up my hours against my rate of pay, and I was making—well, it figured around 20 cents an hour, and I quit Greyhound and went to Chicago and went to work with Yellow Way—Yellow Way and Greyhound merged; I came back and went with Greyhound, and have been with them ever since
358 the 13th day of August.
Q. you have been working here at the Pittsburgh garage?
A. Yes, sir.
Q. And in your work at the Pittsburgh garage have you specialized to some degree on road work—going out to repair buses that break down?
A. Well, if they were large jobs, I was; if they were small jobs, they would pick some other fellow to go on them.
Q. Now, you joined the Local Division 1063 in July of this year, did you?
A. Yes, sir.
Q. And immediately after the first meeting of the Union, before you had joined, were you asked by Mr. Bremmier about your membership in that organization?
A. That was the first meeting. I was working on a bus—on a foreign bus up in the door, and Mr. Bremmier came and got inside the bus and sat in the driver's seat, I was changing the left front tire on the bus; he lowered the window, stuck his head out the window and said, "Say, Mat"—I got up and went up to him, and he said, "By any chance you were not at that meeting last night, were you?" I said, "No, I wasn't." He said, "You use your head"; he said, "If you fellows mess around with that Union you're going to get fired."
Q. Did you see Mr. Nyland outside the meeting place on
359 the night of July 10th, when the Union held its meeting?
A. Yes, sir.
Q. He was there with Mr. Bauer?
A. Right.
Q. And you were discharged on what day?
A. On the 13th.
Q. Of what month?
A. Of August.
Q. Of this year?
A. Right.
Q. Who discharged you?
A. Mr. Nyland.
Q. And what did he tell you he was discharging you for?

A. Well, we had a few buses that came in with motor wheels on them. A "motor wheel"—that is an average wheel—that is, the majority of the wheels on our buses, the rear wheels are held on by twenty nuts, there's an inner and an outer. These motor wheels—the both wheels on the rear are held on by ten nuts, and those nuts worked loose. The day before I serviced this bus I serviced eighteen buses, on account of so many men being laid off in the garage. I serviced eighteen buses on the 11th; on the 12th I serviced seventeen buses; none out of the eighteen gave any trouble—they went on through on their runs. One out of the seventeen went haywire,
360 and the Shop Foreman, Mr. Bremmier, was on me and every other man in the garage—"Hurry up! Hurry up! Don't do any more to that bus than you can possibly help."

Q. Are those buses passed by some tester after you work on them?

A. Absolutely—Lawrence Gaskell.

Q. Did you argue with Nyland about discharging you, after being under such pressure?

A. "It seems to me, Mr. Nyland," I said, "after seven years' experience with this Company, and this is the only chargeable road failure, that is, the only one I have been called in the office about," I said, "it seems to me you would give a man a break."

Q. By the way, this road failure isn't one of the seventeen?

A. Yes, that's one of the famous seventeen.

Q. (By Mr. CARMODY.) I thought you said you worked on this bus in August?

A. I worked on it the same month I got fired.

Q. Was that July or August?

A. That was August.

Q. These seventeen came in July.

A. Possibly it was July, then.

Q. (By Chairman MADDEN.) When were you discharged?

A. It was the 13th of July.

Q. (By Mr. WATTS.) July or August? Which was it?

A. If I'm not mistaken, it was the 13th of July.

361 Q. Were you working there after these other boys had been discharged?

A. Yes, sir.

Q. You know, they were discharged the 30th of July?

A. Yes. That's right; it was August.

Q. If you were working on these buses just before you were discharged, it could not have been in the July list of road failures, could it?

A. No; that's right.

Q. Now, before your discharge, and the conversation with Nyland, did you have a conversation with Duvall?

A. No.

Q. You never talked to Duvall?

A. Not at that time. Two or three days after that, I went into Mr. Sprain's office. Mr. Sprain—well, one time when I was here I was testing buses—that was it—I said, "In the first record in this division for testing buses, I tested seventy-five percent of the buses, while two other fellows—one still with the Greyhound Lines in the Pittsburgh garage—a fellow by the name of Charlie Hall, and

another fellow by the name of McIntyre, they tested the other twenty-five percent, and they had all the road failures and I had none.

Q. You said you went in and had a conversation with Mr. Sprain. Tell us what you talked with him about.

A. I asked him about getting transferred to some other
362 garage, or getting another chance.

Q. What did he say?

A. He said, "No. After you're fired here, you're through."

Q. Did you have a conversation after that with Mr. Duvall?

A. Then I went into Cleveland.

Q. What did Mr. Duvall say about your discharge?

A. I met him downstairs in the Greyhound terminal in Cleveland, I spoke to him, and he spoke to me, and I said, "I want to see you." He said, "What do you want to see me about?" I said, "You ought to know I got fired." Anyway, I went downstairs in the office with him. Mr. Fred Adolph, another superintendent—I think Mr. Duvall's assistant—was sitting in the office; and I told him then, I said, "I had nothing to do with the Union activities." He said, "I blowed that up, didn't I?"

Q. Who said this?

A. Mr. Duvall.

Q. Did he give you your job back?

A. No.

Q. What were you getting when discharged?

A. 72 cents an hour.

Q. For an 8-hour day?

A. Right.

Q. Have you been employed since your discharge?

A. Yes.

363 Q. Can you state, for the benefit of the calculation that may be necessary, the amount of money you have earned since your discharge?

A. $154.31.

Cross examination:

Q. (By Mr. Bowen.) Are you employed now, Mr. Matthews?

A. Yes, sir.

Q. In the same line of work—mechanical work?

A. Practically the same line of work.

Q. You would consider it a serious situation, when the bus was sent out, if there were not enough nuts to hold the wheels on and the wheels fell off, wouldn't you?

A. In the first place, that was experimental stuff. We have had quite a lot of road failures——

Q. (Interrupting.) I'm asking if you would not consider that a serious proposition, if it was done; if a bus was sent from the garage without the bolts being properly adjusted and the wheels fell off on the highway? Wouldn't that be a serious proposition?

A. Sure; if it was on the front wheels.

Q. If on any wheels, isn't it serious?

A. Not the rear as serious as the front.

Q. Would you want your wife and children to be going over these highways in one of these buses without enough nuts on the wheels?

364 A. If you had a man driving you like this man in that garage, in other words, he's absolutely a slave driver—Mat Bremmier—he's on you all the time "Hurry up, this and that". What are you going to do? Passing up brake lines almost worn out. We have springs with safety eyes; the second springs have clamps around the main leaf. You go and show him one of them that's broke—if he needs the bus he don't care whether that leaf is broke, or not. Show him the rear end, maybe a lot of play, "That's all right, let it go". Then us fellows have to stand the results, we get fired, and the Service Manager is all right, the Superintendent is all right—then the mechanic has to bear the burden. You don't know, neither does Mr. Duvall know, the situation in these garages. He thinks he knows. He has checkers, we know that—I was told by him that we had checkers. And I was told right after I got up out of bed from being laid up from exposure on account of the driver's misstatement of a road failure—he reported he had a broken axle—I took the axle and goes to Steubenville, Ohio. I laid down on that river—if I hadn't used my head I would have had the Greyhound with a bus broken down there—it's a wonderful advertisement!—you know that—I lay down on that river and I caught cold, which laid me up for six months. When I went back to work I went into one of our Company meetings, and this Company meeting was held to knock Union organism. We had all the shop foremen and

365 the superintendents to attend that meeting. Mr. Duvall called me in the office then and bawled me out. He told Mr. Nyland, he said he put a checker to work with this man, and got him all the broken springs that ought to be changed in this garage—he put the checker to work with me to help me change springs. At that time I wasn't fit to be on the job. I went back home then with this arm (indicating) swollen twice the size it should be. The Doctor came to see me and said, "You'll have to get your tonsils out before you can go to work again." But if you were well thought of in that garage, and you came back from your sick bed and you moped around the place wiping windows, changing tools, or sweeping the buses out, or an easy job—that wasn't me, though, because the superintendent of the garage had a grudge against me from away back when I worked twelve hours in the garage. He came to my house and got me to go out on the road and change a rear rim. I was the only man there that could take a rear rim, take it out myself and change it on the road. The first I changed was twelve hours, then eight, then I reduced that to an hour and forty-five minutes. They have records there to show that. And this is the results of it—this is what I get for it. At that time I had worked twelve hours changing that rear rim, and when I finished up that job another bus broke down on another highway eight-five miles from there. The driver came out at 1:00 o'clock with Mr. Nyland, at night,

366 brought me an axle chain for 175 Holscott. I had taken it and changed that. I found that axle chain drives the oil pump generator at full time. The driver runs the bus with no oil feeding in the vacuum tank and burns all the bearings. I always

carried a couple of connecting rods and bearings in my tool box to make these repairs, so it was easy to make them. I was fourteen hours driving that bus from Storeystown to Pittsburgh. It was on a Sunday. I pulled off the highway—if I pulled off once I pulled off twenty times to let the traffic by, so they wouldn't be "hollering" "Greyhound is blocking the traffic." I was coming down Turtle Creek Hill, right outside of Pittsburgh here. I was coming along there, and there's a nineteen foot highway. There were two cars parked over on the righthand side, there was a fellow coming up the hill, and on those 175 Holscott wheels we had—I don't care how good a brake man you were, you could adjust those brakes and when you applied the air to those brakes they would dive one way or the other—well, this one dove to the left. But I was far enough away from this man, and if he had used his head, instead of slapping his brakes on—there were cinders underneath him—he skids over in the ditch and wrecked his car. I came into the garage and I make that statement to Mat Bremmier. He says, "Nyland will be in in a few minutes, report it to him." I reported it to him and he said,
367 "Well, forget about it." At that time I was making about $10.00 a day. This accident cost $21.50. At that time—three days afterwards, rather—he called me in the office and said, "You'll have to pay this fellow, or either take five days off." I thought to myself, "The best thing to do is start paying this guy, instead of taking those five days off, and wait until Mr. Duvall comes in, and see him about it." I paid this fellow $15.00. I saw Mr. Duvall, and naturally he put a big "holler". Jack Nyland catches me right after dinner and said, "I didn't know you were going to say anything to Mr. Duvall about that. You got me bawled out." Along about that same time I put out money, $4.00, for having a Greyhound motor pulled out of a bus; and then I went to Ebensburg and did a lot of work up there. They paid your expenses—when you "hollered" enough for it they paid it—anyway, all of that amounted to $11.60. That happened about four years ago, and I just got the $11.60 when I got fired. I told him, "Well, beings you are firing me, you may as well pay me that expense money you owe me."

Q. Mr. Bremmier didn't have anything to do with the proposition of those nuts coming off?

A. No. You can put a wrench on them and you think you have them tight, but you haven't them tight.

Q. You do know that is a serious proposition?

A. Certainly I do.

Q. You also serviced coach 569 on August 5th?

368 A. Yes.

Q. And checked valve tappets. Do you remember about that, and the bus coming back?

A. Yes; those tappets were checked two or three times. Do you know that valves—of course, you are no mechanic, but if you take a valve like these, the hotter that valve gets the longer that stem gets. You know what happens then, don't you? That cuts your valve clearance down and will naturally make that valve hold open.

Q. A man that ought to know said to ask you if there isn't an adjuster on that?

A. Yes, there's a conciliator adjuster, but that doesn't mean anything. They had motor trouble on that coach after she had been

in for checking twice. The valves were tightened up. The valve will stretch—after it gets hot, or so old, the valve will stretch, and it cuts down the clearance.

Q. Can't you correct that by proper adjustment?

A. Sometimes you can.

Q. You have been given the report that the work on that job wasn't satisfactory because of that adjustment?

A. Who had reported that to me?

Q. You knew about these valve tappets?

A. The driver told me, that's all.

Q. Yes; it was reported to you when it came in. The bus was reported to you twice, and finally the coach had to be
369 taken off and another coach put on to take its place.

A. That's what I heard.

Q. And you also were advised as to the proposition of the wheels coming loose on this bus, and another bus having to be sent out to take its place on the road?

A. Yes.

Q. And those matters were explained to you at the time you were discharged?

A. You didn't know that on these bus jobs we have a righthand and a lefthand thread on those wheel nuts? That happened to be a lefthand wheel with righthand threads—and they will not stay tight. And furthermore, I was checked up by Mr. Nyland one day. Before this happened I used to tighten those bud nuts. Mr. Nyland came across the floor and said, "How in the hell do you expect the driver to take that wheel off?" I said, "I don't care how in the hell he takes it off, I'm the man who puts it on."

Q. You said you were the tester on seventy-five percent of the work, and the other two men did twenty-five percent?

A. I didn't say "seventy-five percent of the work", I said I tested seventy-five percent of the buses.

Q. All right—you tested seventy-five percent and there were no road failures, and the other two men tested twenty-five percent and they had road failures. Don't you think, if a man is competent, he can put these buses out so he doesn't have
370 these road failures?

A. Yes. After I was fired, after I saw Mr. Duvall at Cleveland, I came back into Pittsburgh and ran into one of the men in the shop. I was told that one of the men had made a tire change on there after I serviced it. This mechanic went over and showed him how to change those motor wheels, showed him on the right side and didn't bother with the left side. That was after I serviced that bus. If it happened once during the day, it happened twenty times, maybe; the tire men changes those tires after we service those buses.

Q. (By Chairman MADDEN.) You mean, took the wheel off?

A. I had tightened those lugs and studs—the tire man saw me when I was tightening them. I even told Mr. Nyland that when I was called in "on the carpet." This tire man made a remark, "What are you trying to do, break them?" I said, "No, I just want to get them tight, that's all." You know, there's a firestone takes care of the tires——

Q. I just wanted to know, when the man changed the tires, did he have those nuts off?

A. That's what this fellow told me. He showed him how to change the tires on the right side, but he didn't show him on the left side—after I had serviced that bus.

Q. (By Mr. BOWEN.) Who told you that?

A. Bill Perry.

Q. Just what did he tell you?

371 A. He said he helped him change the right wheel tires on this, and showed him how to do it.

Q. On this same bus?

A. On this 569 bus that I was fired for.

Q. (By Chairman MADDEN.) What do you think you were discharged for?

A. Well, they had a good reason to believe that I was in this Union organization.

Q. Let me repeat my question: What do you think you were discharged for?

A. I think it was more Union activities than anything else, because every time we had Union meetings I seemed to be the "Lone Star" in there. If I hadn't been there, it would have been a Quaker's meeting.

Q. Were you an officer in the meetings?

A. No; I wasn't an officer, but I tried to make something out of it—and it wasn't anything then—it was just a waste of my time and everybody else's time going up there. We put in this rating—about six months, or possibly longer, after we put in for this rating, we got that. Before that a bunch of men in the shop was raised, then there was a bunch that wasn't raised. You might say, the favorites in the garages were raised and others weren't.

Q. The thing you testified you argued with Mr. Bremmier about at the time you were discharged, wasn't the Union question,

372 but whether it was proper to hold you responsible for this wheel, and you were rushed so much, and perhaps hadn't worked last on the wheel anyway? You did not raise the Union question with him, did you?

A. No.

Q. Why not?

A. Well, I didn't think it was necessary.

Q. Well, did you at that time think that was why you were being discharged?

A. Why, I looked to be discharged, the way Mr. Duvall came over and fired all the rest of them. I couldn't see why I escaped that, except the checkers around the garage—I don't suppose they got hold of me, or had me on the list.

Q. How do you think they made up the list? How do you think they picked out the ones to fire, and the ones not to fire?

A. I judge they picked them out by checking up on the fellows they had down for this Union meeting.

Q. How many were there?

A. I would judge there were forty-five there the night I was there.

Q. Did they discharge forty-five?
A. No; they didn't discharge forty-five.
Q. How did you think they picked out the ones that they did discharge? They weren't all "the life of the party" like you were at the Union.
373 A. I think they picked out the men that were making the most money, and let them go. Charlie Lehman, for instance, and Al McKelvey; and then they would hire men for 45 and 50 cents an hour.
Q. Were those men that were, in fact, discharged—would you have called them the leaders of the Union?
A. The leaders?
Q. Were they any more prominent in it, in the matter of organizing, than others who were not discharged?
A. No—well, the most prominent leader with the Union, in my estimation—well, he's still working for Greyhound.
Q. How do you figure that out?
A. Well, I know that.
Q. I mean, do you have any explanation for that? Why wasn't he discharged, in your opinion?
A. Well, they haven't found anything to fire him for yet.
Q. (By Mr. SMITH.) Does this Union have any officers?
A. I don't know whether they have or not.
Q. How many meetings did you attend?
A. One.
Q. And this was the May 28th meeting?
A. That's right.
Q. Were there any officers of the Union at that time?
A. Yes.
Q. What were the officers? I don't mean the names, but
374 what were the positions?
A. There was a Chairman—that's all I know, just the Chairman. I was only up there at one meeting.
Q. Just the man presiding over the meeting?
A. Right.
Q. (By Mr. CARMODY.) You said you caught cold as a result of a rush-job out in Ohio somewhere?
A. That's right.
Q. You came home, and I believe you said you were in bed six months?
A. Right.
Q. Did you receive any pay?
A. Yes; I received insurance.
Q. On the insurance policy?
A. Right.
Q. What was that?
A. $15.00 a week.
Q. During that whole period?
A. Except the first week I was off.
Q. It is not effective for seven days, I suspect, according to the certificate?
A. Right.

Q. Now, when you came back and went to work, you said, promptly you got a swollen arm, which indicated, according to the Doctor, that you needed your tonsils out?

375 A. Right.

Q. When you were home at that time did you have your tonsils taken out?

A. Yes.

Q. Did you receive compensation during that time, too?

A. Yes.

Q. So that during that time you received compensation, as provided for in the policy?

A. Right.

Q. (By Mr. SMITH.) There has been a good deal of testimony to the effect that some of these major jobs were to be removed from Pittsburgh to Chicago. Did you, after July 30th, when most of these men were left go, did you notice any change of that sort, of your own knowledge?

A. No; I didn't notice any change. The only thing I noticed was that there was a lot more work around there—we had to "step on it" a little faster.

Q. Because there were fewer people?

A. Yes, sir.

Q. Had there any new buses come in that had not been serviced there before?

A. Just before this general layoff there had—or firing.

Q. (By Chairman MADDEN.) Were other people hired in place of the ones that were discharged on the 30th?

A. Well, there were two I know of—one fellow came from

376 out in California; then there was another fellow that has—he's a brother-in-law to a fellow working in the garage—he was hired after these fellows were laid off—fired.

Q. (By Mr. BOWEN.) At this time that you were laid up, or sick, were you advanced by the Company $50.00 out of the Welfare Fund, Mr. Matthews?

A. Yes, sir.

Q. (By Mr. SMITH.) Did you pay it back?

A. Absolutely.

Q. (By Mr. BOWEN.) That is what the fund is for?

A. Yes; that was throwed in my face the day Mr. Duvall called me in the office about us wanting our committeeman to resign. Mr. Nyland said, "I'm surprised at you; we loaned you some money to help you out, and then you try to get our committeeman to resign."

Q. (By Mr. SMITH.) What was this episode about asking the committeeman to resign?

A. There were four fellows in the garage; they got a petition up; they tried to get it typewritten in the garage and couldn't do it. I took the petition out to a friend of mine and had him typewrite it. I brought it back to the garage and I started the fellows to sign—we had 45 or 50 of the fellows sign this petition. The Service Manager got hold of it and started "raising Cain." A couple days after, Mr. Duvall called me in the office and said, "What's the matter,

377 are you dissatisfied around here?"

Q. (By Chairman MADDEN.) What was the petition?

A. Just asking Mr. Johnston, our committeeman at that time, to resign.

Q. (By Mr. SMITH.) Who was the petition directed to? Who were you going to send the letter to?

A. We were going to present it to Mr. Johnston the next night we had a meeting. We wanted him to resign because he didn't give us any cooperation as a whole, you see; he didn't give us any cooperation in this Company Union.

Q. When was this?

A. Right after we started this Company Union.

Q. About what date?

A. Around '33.

Q. Well, what happened then after you couldn't get this letter typed?

A. I had taken it out and had it typewritten, and got these men to sign it. Then the fellows started getting called in the office and got "jacked up" about it, and they got cold feet and came around and wanted their names scratched off. The last I saw of the petition, it was in Les' Moberley's hands. I asked him about it later on, and he said a fellow by the name of Paul Keast, Shop Foreman over at the garage at the time, he signed it, and he was one that got cold feet, he wanted his name scratched off. So finally the petition
378 disappeared. Then our next meeting was a meeting that all the garage superintendents and foremen were all at this meeting, and all we could hear at the beginning of this meeting—just before that is when I got bawled out by Mr. Duvall about bringing this petition in—and all we could hear at that meeting was knocking outside unions, and our committeeman got up and that's the first thing he had to say. So I had it in my mind I wasn't going to say anything that night. So after this meeting came up like it did, I knew why I was called in the office and bawled out by Mr. Duvall. He wouldn't tell me what he called me in there for; he said, "You know what you've done." When he gets hot, he's hot, and naturally I wouldn't say anything, because I knew if I did I would be fired right then and that would be the end of me.

(Witness excused.)

ROBERT J. DAVIDSON was sworn and testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Where do you live, Mr. Davidson?

A. 1525 Davis Avenue.

Q. Are you married?

A. Yes, sir.

Q. Have you children?

A. I have.

Q. Have you been employed by the respondent, Greyhound Lines?

379 A. Yes, sir.

Q. When were you hired?

A. I was hired there May 1, 1929.

Q. Where were you hired?

A. In Pittsburgh.

Q. When did your employment come to an end?

A. On May 20, 1935.

Q. Prior to your hiring in 1929 by this Company, had you had prior experience as a bus driver?

A. Yes, sir; I worked for a local bus company possibly two and a half years.

Q. At the time of your discharge in May of this year were you possessed of the rating of "star driver"?

A. Yes, sir.

Q. The meaning of that phrase has been explained here accurately, has it?

A. Yes.

Q. What was the rate of your pay at the time of your discharge?

A. I was making .0383.

Q. Cents per mile?

A. Cents per mile.

Q. Paid on a mileage basis only?

A. Yes, sir.

Q. And you were not paid for the incidental activities which
380 were described here, that is, getting your bus ready, or getting it over to the terminal, and all that sort of thing?

A. No, sir.

Q. Did you hold any safety certificates?

A. Yes, I did.

Q. I show you these safety certificates and ask you what they are?

A. This is one safety certificate for three successive years of driving without a chargeable accident.

Q. And what is the other one?

A. This is the safety certificate that we got with a badge or emblem of Greyhound, for four successive years without a chargeable accident.

(Board's Exhibits Nos. 58 and 59, Witness Davidson, marked for identification.)

Mr. WATTS. I offer in evidence copy of each of these safety certificates.

(Board's Identification Exhibits Nos. 58 and 59, Witness Davidson, received in evidence.)

Q. (By Chairman MADDEN.) That is without an accident?

A. Without a chargeable accident; that is, they rule on that, themselves.

Q. (By Mr. WATTS.) Now, from 1929 until May of 1935, when your employment terminated, did you at all times work out of Pittsburgh?

A. Yes, sir.

381 Q. And were you, furthermore, working always east of Pittsburgh?

A. Always, as far as I can recollect.

Q. Now, the duties which you performed for the respondent companies as a driver of its motor coaches, included more than the physical operating of the vehicle along the highways, did it not?

A. Yes; it did.

Q. Will you describe to the Board those duties, insofar as they related to the picking up of passengers' tickets?

A. Do you want a complete description——

Q. (Interrupting.) No; just state it in a general way, so we will have a general idea.

A. Well, of course, the first procedure when you went to work was to prepare your bus; when you would start out then you would go from the garage to the terminal—at various times you would pick up passengers at designated places before you got to the terminal, between the terminal and the garage; you would then immediately report to the Dispatcher that you were going out on your run again, and you would sign out on a report sheet; then you would load manifest express, and baggage and papers that would be delivered along the road, and everything in general pertaining to the bus.

Q. All that baggage and express was being shipped subject to the order of the Company?

382 A. Yes.

Q. And the driver was responsible for its safe keeping enroute and in getting it off the bus at its destination?

A. Off the bus at its destination.

Q. Did the bus driver pick up the tickets from the passengers?

A. Yes; then after we would load the baggage on, in Pittsburgh, we would pull around on the vacant lot and load passengers, and after they were aboard the bus we would take the tickets.

Q. In addition to taking the physical ticket, were you required to make a record showing the point of origin and destination?

A. Yes.

Mr. BOWEN. May I inquire if the operators are doing too much work?

Mr. WATTS. I am trying to show that these buses are in interstate commerce, and subject to the requirements of the Acts of Congress. I am waiting for a stipulation.

Chairman MADDEN. You supply me that.

Mr. WATTS. All right.

Q. During the course of your activities as a driver on these motor coaches, I ask you whether or not passengers, regularly and recurrently, boarded your buses here in Pittsburgh bearing tickets originating outside the Commonwealth of Pennsylvania, or destined outside the Commonwealth of Pennsylvania?

A. They did.

383 Q. I ask you whether or not, in the regular course of your activities as a driver for these respondent companies, you went to the termini of the Pennsylvania Railroad to pick up passengers?

A. Yes; I recall at one time they put in some sort of sleeper accommodation with the trains and the buses. We went to the railroad station with the passengers for the sleeper, and then enroute, on the road, at the Pennsylvania Station we got off and picked up passengers, and they sold the tickets.

Q. Right at the station?

A. Yes.

Cross examination:

Q. (By Mr. BOWEN.) In Philadelphia?

A. No; right out of Pittsburgh, East Liberty, and Wilkinsburg.

Q. Is that true at Gettysburg?

A. No; it's true at Harrisburg and Greensburg.

Q. I ask you, as a result of your experience as a driver of these motor coaches, whether it is essential, for the actual physical operation of these buses, that there be available garages to maintenance them and to perform such services as are performed at the Pittsburgh garage?

A. Yes; that is absolutely necessary.

Q. Now, Mr. Davidson, when did you first have any knowledge of the creation or existence of an employes' representation plan, or association in these respondent companies?

384 A. I believe it was in the latter part of July, or the early part of August 1933.

Q. Now, just tell us what happened at that time.

A. I recall a man, a driver by the name of Dempsey, he had a petition asking the employes—or wasn't asking, it was worded something like this: "We, the undersigned, of the Pittsburgh Region, request the Company for representation plan for the welfare of the employes—or representative"—that isn't the exact words.

Q. Did you ask any questions about this thing?

A. Yes; I asked Dempsey. He and I are pretty good friends. I said, "What is all this about?" He said, "Crawford instructed us since the N. R. A. came along that we have to have an organization." I said, "This is funny." He said, "Yes, if we had tried this a year ago we would all got fired." I said, "If that's the case—Are any of the other boys going along?" He said, "Yes." I said, "If they're all going along, I'll sign."

Q. Did you sign the petition?

A. Yes.

Q. After this conversation you had with Mr. Dempsey, and after the signing of the petition which he presented to you, what was the next thing which happened in regard to an employes' association?

385 A. As I recall, the next thing that happened—there was a bulletin posted on the board by the Company, accepting this request, and also a notice of a nomination for the representative.

Q. Did that notice recite the fact that the drivers, the mechanics, and the clerks were each to nominate representatives to represent them?

A. As I recall it, it did—it classified it, each department, as the maintenance department, and the clerical department, and the bus drivers.

Q. Now, following the posting of that notice in 1933, was there posted an eligibility list of voters in Pittsburgh?

A. As I recall it, there was an eligibility list posted.

(Board's Exhibit No. 60, Witness Davidson, marked for identification.)

Q. I show you Board's Exhibit No. 60, for identification, and ask you if that is an accurate copy of the notice and list posted in 1933?

A. Yes; this is the list that was posted showing the eligible employes to vote.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. We admit it for what it appears to be.

(Board's Identification Exhibit No. 60, Witness Davidson, received in evidence.)

Q. Following the posting of Board's Exhibit 60, were nominating petitions, or nominating blanks circulated?

386 A. Yes, there were quite a few circulated.

Q. And various members nominated to represent the drivers and mechanical employes, and clerks?

A. Yes; as I recall, there were about eight drivers nominated, eligible to be voted for.

Q. Did that list include your own name?

A. Yes, it did.

Q. Following the nominating petitions, I ask you whether or not there was an election notice posted?

A. Yes, there was an election notice posted on the board, telling us where to vote, and what time, and what time the polls would close.

(Board's Exhibit No. 61, Witness Davidson, marked for identification.)

Q. I show you Board's Exhibit 61, for identification, and ask you if that is the election notice to which you refer?

A. Yes; that's it.

Mr. WATTS. I offer it in evidence.

Mr. BOWEN. No objection, for what it appears to be.

(Board's Identification Exhibit No. 61, Witness Davidson, received in evidence.)

(Witness excused.)

Chairman MADDEN. We will recess until 10:00 o'clock in the morning.

(Whereupon, at 5:05 p. m., October 23, 1935, an adjournment was taken until 10:00 a. m., October 24, 1935.)

387 OCTOBER 24th, 1935—10:00 O'CLOCK A. M.

HEARING RESUMED PURSUANT TO ADJOURNMENT

Present: J. Warren Madden, chairman; Edwin S. Smith, member; John M. Carmody, member.

Appearances: Same as before.

R. J. DAVIDSON, recalled as a witness, previously sworn, testified as follows:

Further direct examination:

Q. (By Mr. WATTS.) Mr. Davidson, at the time of adjournment last evening you had begun to describe the operation of the first election held in 1935 for the selection of representatives for the employee's association of these respondent companies, and we had marked in evidence, you will recall, the eligibility list and the notice of the election. Now, starting from that point, I will ask you whether or not, pursuant to that notice an election was in fact held in 1933, at Pittsburgh?

A. Yes; I recall it. The election started on August 29th, 30th, and 31st, the polls closing at three P. M., in the afternoon.

Q. There was an election, then?

A. There was an election.

Q. And, as a result of that election were you elected to an
388 office in the employee's association?

A. Yes. I was in Gettysburg the day the polls closed and I received a wire from Mr. Crawford, to the Superintendent, that I had been elected.

Q. To what office?

A. As regional committeeman for the bus drivers.

Q. Then, you were elected one of the three local representatives?

A. That is right.

Q. And, there was a representative elected by the clerks and another one elected by the maintenance men?

A. That is right.

Q. I now show you a document marked "Board's Exhibit No. 62 for identification" and I ask you if you have ever seen this before?

A. Yes; I have.

Q. When and where, if you know?

A. I say that on the bulletin board, as I recall, in the Pittsburgh garage.

Mr. WATTS. Board's Exhibit No. 62 is offered in evidence.

Mr. BOWEN. No objection.

Chairman MADDEN. Received.

(Board Exhibit No. 62 for identification received in evidence.)

Q. (By Mr. WATTS.) I show you Board's Exhibit No. 62 for identification, and ask you if that is a copy of the result
389 of this election, following the election of 1933?

A. That is right.

Mr. WATTS. We offer that exhibit in evidence.

Mr. BOWEN. No objection.

Chairman MADDEN. Received.

(Board Exhibit No. 63 for identification received in evidence.)

Q. (By Mr. WATTS.) This is the formal notification of the result of the election?

A. Yes, sir.

Mr. WATTS. If the Board please, this is a formal notification of the result of the election, stating that Messrs. Davidson, Johnson, and Klein had been elected for the term beginning on September 1st, 1933, and expiring September 1st, 1934, as members of the regional committee of the employees' association. I further call attention to the fact that this exhibit and the preceding exhibits concerning the election are all under the heading of the Pennsylvania Greyhound Lines, Inc.

Mr. CARMODY. Is there a signature to it?

Mr. WATTS. It is signed by Mr. Crawford.

Mr. CARMODY. His position is what?

Mr. WATTS. Regional Manager at Pittsburgh.

Q. (By Mr. WATTS.) After the election or after the selection of yourself as one of the representatives, did you receive a notification from Mr. Crawford that there would be a meeting of
390 the committee?

A. I did.

Mr. WATTS. Mark this as an exhibit.

(Paper marked "Board Exhibit No. 64 for identification.")

Q. (By Mr. WATTS.) I show you Board's Exhibit No. 64 and I ask you if that is a copy of the notice, or the notice itself, which you received?

A. I am pretty sure that is the notice.

Mr. WATTS. I offer Board Exhibit No. 64 in evidence.

Mr. BOWEN. I will call the Board's attention to the fact that that is merely a notice to this committee that they had been elected, after their election, to meet with Mr. Crawford and to discuss any matters they might have to discuss for the employees.

Chairman MADDEN. The Exhibit is received.

(Board Exhibit No. 64 for identification received in evidence.)

Q. (By Mr. WATTS.) Now then, pursuant to the call issued by Mr. Crawford, as set forth in Board's Exhibit No. 64, was a meeting held of the three representatives of the Pittsburgh region?

A. There was.

Q. Where was that held?

A. At the Pittsburgh regional office, 1010 Liberty Avenue.

Q. Upon your arrival at that meeting, whom did you find there?

391 A. As I recall, when I got the notice there, it set forth who were representing the company, in that notice, and the three of them were there with Mr. Crawford and, of course, our own committee, elected.

Q. So, there were three individuals representing the management?

A. That is right.

Q. And, the three of you who had been elected, and Mr. Crawford; is that correct?

A. That is right.

Q. Who presided at this meeting?

A. Mr. Crawford.

Q. Did Mr. Crawford proceed to give instructions as to the selection by the three employees' representatives of a chairman for your region?

A. Yes; he did.

Q. And, did he remain while that selection was made or did he withdraw?

A. No; he and the company committee left the room.

Q. And, was there a choice or selection, or election of the Pittsburgh regional chairman?

A. There was.

Q. Who was so selected?

A. Myself.

Q. Now, after your selection as chairman of the Pittsburgh
392 region of the employees' association, did the three gentlemen and Mr. Crawford return to the meeting?

A. They did.

Q. And, I assume the organization of the regional committee was then completed; is that it?

A. That is right.

Q. Now then, do you recall, following this meeting for organization purposes a notification to attend a meeting at Cleveland?

A. We do; or, I do, rather.

Mr. WATTS. Mark this as an exhibit.

(Notice marked "Board Exhibit No. 65 for identification.")

Q. I show you Board Exhibit No. 65 for identification and ask you if that is the notice that you received?

A. That is right.

Q. Now, the writing in pencil across the face of this exhibit, which I quote "trip report approved by Superintendent Baur and expense account approved by Crawford", was not on this paper when you received it?

A. No.

Mr. WATTS. I offer in evidence Board's Exhibit No. 65 for identification, excluding the pencil notation which I have just read.

Mr. BOWEN. No objection.

Chairman MADDEN. Received.

393 (Board Exhibit No. 65 for identification received in evidence.)

Mr. WATTS. If the Board please, that is a letter on the letterhead of the Pennsylvania Greyhound Lines, 1010 Liberty Avenue, Pittsburgh, Pa., notifying Mr. Davidson, as chairman, that the first meeting of the general committee would be held in Cleveland, at the general office, 920 Superior Avenue. I further call the Board's attention to the concluding paragraph, reading, "Members of the General Committee attending this and subsequent meetings will be paid for their time while attending the meeting, at the same rate as they would on their regular jobs. In your case you will submit trip reports for the actual runs that you were not able to pull to Mr. Bauer for approval. Travelling expenses will be allowed for the time you are away from Pittsburgh until your return, in an amount not to exceed $4.50 per day, and your transportation from Pittsburgh to Cleveland is enclosed."

Mr. BOWEN. And the date of it?

Mr. WATTS. September 12th, 1933.

Q. (By Mr. WATTS.) Pursuant to the directions contained in this communication, did you go to Cleveland?

A. I did.

Q. That was in September, was it?

A. It was in the latter part of September.

Q. Where did you go in Cleveland?

394 A. To the general office, at 920 Superior Avenue.

Q. When you got there, who did you find in attendance at this meeting, other than yourself as chairman of the Pittsburgh region?

A. Well, there were chairmen there from all of the regions in the Pennsylvania Greyhound System, and also Marcus Dow.

Q. Who presided at this meeting?

A. Marcus Dow, as director, all the way through.

Q. Who is Mr. Marcus Dow, again?

A. Marcus Dow is Personnel Director and Director of Safety.

Q. He is an official, isn't he, of the Greyhound Management Company?

A. That is true.

Q. Mr. Dow had the chair as you regional chairmen met?

A. Yes.

Q. (By Chairman MADDEN.) Mr. Davidson, when you said awhile ago that the chairman or representatives from all of the

Pennsylvania Greyhound regions were there, how many regions were there?

A. There is a region in Washington, D. C., one in Philadelphia, one in Cincinnati, one in Indianapolis; of course, inclusive of Pittsburgh.

Q. There were five of them?

A. Five regional chairmen.

Q. That was from the Pennsylvania Greyhound?

395 A. Yes.

Q. And, that is all that were there?

A. That is right.

Q. (By Mr. WATTS.) I think the witness misunderstood that question. In addition to the chairmen from the Pennsylvania Greyhound System, there were chairmen from the other Greyhound Systems?

A. Oh, yes; the three company's chairmen were there from each and every region, from the Eastern Greyhound Company and from the Central Greyhound Company.

Q. So, there were not only the five regional chairmen of the respondent company in this proceeding but also the regional chairmen of the other companies, Greyhound Lines, not before this Board at this time?

A. That is right.

Q. (By Chairman MADDEN.) How many were there, all together?

A. I don't recall. I remember the Eastern Greyhound and the Central Greyhound being combined together. I imagine there would be eight of them from the other two companies.

Q. Eight, besides your five?

A. That is right.

Q. (By Mr. WATTS.) Now then, what was this matter of business at this general meeting?

A. Oh, I remember that Marcus Dow told us the first thing to do, he would offer his office to us to elect from the regional

396 chairmen, a general chairman.

Mr. BOWEN. Just a minute. I don't want to object to this man's testimony because I believe the Board is receiving it not for what took place at that time, which was long before this law was passed, but in order to establish what may be the present status of the employees' association, and, if that is the purpose of it, I have no objection.

Mr. WATTS. It is for that purpose, plus the purpose of showing——

Mr. BOWEN. If it is merely the facts that took place there, I don't think it has any place in this proceeding, but, if it is to show or lead up to this association, I have no objection.

Mr. WATTS. That is one ground and the other ground is laying the groundwork for the intent which is the basis of this compiaint.

Mr. BOWEN. If that is the purpose, what might have been the intent in 1933 would have nothing to do with what the situation is today.

Chairman MADDEN. I should think it comes within your former statement, as a background. The present situation may or may not

be what it was then, but it is interesting to know what it was then, and then we will take evidence as to whether it has changed since.

Mr. BOWEN. You propose to set out its organization in 1933
397 to show that there was a later division which affected the situation?

Mr. WATTS. Certainly, the intent then, whatever the company intended to do.

Mr. BOWEN. It has nothing to do with the status of this organization, under this statute. I have no objection to this line of testimony to show what the organization is.

Chairman MADDEN. It is admissible, I think, as that sort of a background to lead up from.

Q. (By Mr. WATTS.) Now, you were telling us, Mr. Davidson, as to the first matter of business and you had stated that it was for the purpose of electing a general chairman. Was that general chairman to be selected from the regions of the Pennsylvania Greyhound Lines?

A. He was.

Q. And that didn't include the other eight gentlemen that you referred to from the other groups?

A. I don't recall as it was eight, exactly.

Q. Well, however many there were?

A. That didn't include them.

Q. So that, from now on we will talk about the Pennsylvania Greyhound Lines representatives who were there?

A. That is right.

Q. Was such an election held?

A. It was.

Q. Did you act as such general chairman of the employees'
398 association?

A. I did.

Q. You having been elected chairman for the entire system?

A. Yes.

Q. From the date of its beginning there in Cleveland until the time of your discharge?

A. I did.

Q. I suppose that it is more accurate to say that you acted as such general chairman after the date of your election in Cleveland?

A. That is right.

Q. As the plan had already been put into operation before that, had it not?

A. Yes.

Q. Following the election of the general chairman was there anything said or done about by-laws for this new organization?

A. Yes. As I recall the secretary to Mr. Dow presented us with the forms to be followed and for our approval, by our signatures.

Q. Now, were those documents already written out?

A. Yes; they were.

Q. Were they typed, mimeographed, printed; in what form were they?

A. They were mimeographed.

Q. And after those by-laws and regulations had been passed
399 out to the members of the general committee, did that committee raise some objection to the proposal?

A. Yes, we did.

Q. What was the response on the part of Mr. Dow to those objections?

A. Mr. Dow told us that, of course, he had us there for the purpose of signing those documents but if we wished we could make some amendments.

Q. Now, did you undertake among yourselves to make suggestions as to amendments?

A. Yes, we did.

Q. How long did you stay there in Cleveland, struggling over those suggestions?

A. We didn't get along so good the first day and then we were combined into a joint committee with the Eastern committee and the Central Greyhound committee and we all went into it as a joint association, to decide on these amendments. We were there, possibly, five days.

Q. Well, did you sign the agreement?

A. Not at that time.

Q. Not at that time?

A. No, not at that time.

Q. What did you do?

A. We made our arrangements and then submitted them to the company for approval.

400 Q. Then, were you recalled? By "you", I mean the regional chairmen.

A. Yes, the entire committee was recalled.

Q. And, this was again to Cleveland?

A. Yes.

Q. And, was Mr. Dow there at your meeting?

A. Yes, at the same office.

Q. And, at that time was a series of documents, by-laws, regulations, presented to the committeemen, all written up and mimeographed?

A. Yes, there were, but this time we met with Mr. Sundstrom, the President of the company.

Q. And, at that session were these documents signed by you and the committee members, on the one hand, and on the other hand by the company officials?

A. As I recall, Mr. Sundstrom had some amendments to be made for the company, at that time, and after discussing the amendments—of course, we made some further amendments ourselves at that time, and they were finally signed.

Mr. WATTS. Mark these as exhibits.

(Papers marked, "Board Exhibits Nos. 66, 67, 68, 69, 70, 71, and 72, for identification", respectively.)

Q. (By Mr. WATTS.) I now show you Board Exhibits 66 to 72, both inclusive, and ask you if these exhibits contain the memorandum of agreement or understanding, the by-laws and the

401 regulations for the government of bus operators, regional and clerical employees and maintenance department employees, as well as two subsequent amendments thereto, that were so adopted?

A. Yes; those are the documents that were signed.

Q. And, as to exhibits Nos. 71 and 72 for identification, may it be understood that the pencil marks and writing there on are not a part of the original form?

A. They are not.

Q. That is something that you have added yourself?

A. I put that on myself.

Q. And, as far as you know, are the provisions of Board Exhibits Nos. 71 and 72 for identification still in force and effect?

A. Yes; they are.

Mr. WATTS. We offer in evidence Board Exhibits Nos. 66 to 72, both inclusive.

Mr. BOWEN. They apparently are what they purport to be.

Chairman MADDEN. Admitted.

(Board Exhibits Nos. 66 to 72, for identification, both inclusive, received in evidence.)

Chairman MADDEN. I think I should say that there probably have been a number of exhibits as to which the Board has not expressly said that they might be admitted. I would say now that all
402 of the exhibits presented so far have been admitted in evidence.

Mr. BOWEN. On these exhibits which are voluminous, may their admittance be made subject to our checkings, so that if we find there might be any errors in this, we could submit what we contend to be correct?

Chairman MADDEN. Yes; I think we have already stated that with reference to a great many of them, at least.

Mr. BOWEN. Yes; that there are admitted. As to such as these I have stated that apparently, on the face of them, they are correct, but until we check them, I cannot say positively that they are so.

Chairman MADDEN. Well, you will have that opportunity.

Mr. WATTS. May I suggest that be limited to the current proceedings. Otherwise, our record when printed will be all tangled up, and counsel might not have gotten through checking. May I suggest that that be allowed to them, as to typography and so forth, during the course of the hearing?

Mr. BOWEN. Off the record.

(Discussion off the record.)

Q. (By Mr. BOWEN.) Don't you have a copy of the rules and regulations of the employees' reviewing committee?

A. Yes; that was a later procedure.

Mr. BOWEN. See if you have that.

Mr. WATTS. I don't think I have it.

Mr. BOWEN. Then, I will supply it.

403 Q. (By Mr. WATTS.) Now, Mr. Davidson, referring to Board's Exhibits Nos. 66 to 72, inclusive, did the employees of the Pennsylvania Greyhound Lines, Inc., or of the Greyhound Management Company, ever have an opportunity to go to the ballot box and vote upon the adoption or rejection of these provisions?

A. No. I recall taking it up with the men and telling them just exactly what had been going on all through this procedure, and, of course, we had meetings from time to time and talked over paragraphs for our own interpretation.

Q. Now, that was something that you yourself did as regional committeeman?

A. I did it only in the Pittsburgh region.
Q. And, do you know whether or not any formal ratification was made?
A. No, sir.
Q. Before the adoption of these by-laws?
A. No; there wasn't.
Q. Did the men ever approve it?
A. No.
Q. And these were the by-laws, by the way, which provide the machinery under which the men were to elect you gentlemen, weren't they?
A. That is correct.
Q. So, they elected the men first and the rules came after-
404 wards; is that right?
A. That is right.
Q. Do these rules provide for a membership, as such, in your employees' association?
A. Yes; they do; inasmuch as you must be an active employee of the company to become a member.
Q. Yes; but are there any provisions for an application to join the employees' association?
A. No; there isn't. They are automatic.
Q. No membership cards?
A. No.
Q. No dues to be paid?
A. No.
Q. No stated meetings of the regional members?
A. No time set on the meetings, now.
Q. And do these regulations themselves who would pay for the operation of the machinery set up in the by-laws?
A. Yes; it does.
Q. Who does it provide shall bear that expense?
A. The company.
Q. Now then, during all of the time of your encumbency as general chairman, did the company in fact pay the expenses of the representatives, as outlined in the exhibit which I have previously read to you?
A. Yes; they did.
405 Q. And did they, in fact, pay the expenses of stenographic help and mimeographing?
A. I presume they did. It was their own people who did the work.
Q. Well, the men didn't do it, at any rate?
A. No; they didn't.
Q. You know that much?
A. No; they didn't.
Q. Were arrangements made with you, following this organization in 1933, to visit the various regions of the system and explain something about this plan?
A. Yes. I called Mr. Crawford in regards to going to our outlying districts in the Pittsburgh region, that is, namely, Akron, Ohio, and Lima, Ohio, and Harrisburg, and we thought that we should, in order to let everyone know just what we had started in and done there, I suggested to them that I should, in order to get the machinery

going, I should visit the other regions, which he agreed to, and I did that very thing, with the exception of Indianapolis and Cincinnati, and I didn't go there.

Q. Were your expenses paid?

A. They were.

Q. Were you paid for loss of time?

A. Yes; I was.

Q. And, what about transportation?

406 A. They issued me an annual pass for that.

Q. Following your election as general chairman of the association, is that it?

A. That is right.

Q. Were you ever reprimanded for this conduct in trying to explain the new machinery to the members of the companies?

A. Yes. I recall that right after I had made these visits, I was called to a special meeting, not by a notice but I believe by a phone call, to a special meeting in Cleveland, which was attended by most of the department heads and the regional managers and, in general, all of the officials of the company, even the officials from the Eastern Company and the Central Greyhound Company, and at that time we had a few interpretations of the rules that we would like to know about, and Mr. Sundstrom was presiding, and I recall one instance where Mr. Sundstrom asked me in the exact words, "Davidson, does this association intend to tell this company how to run its business?" and I don't recollect at that time whether it was that time or not, because that same statement was used several times both by the regional manager and by the President of the Company, I don't know whether it was exactly at that time or not, but I did reply at one time that this association did not intend to tell the company how to run its business, all the association expected from the company was what the

407 new administration had made possible for us to have and what the company had agreed to give us.

Mr. BOWEN. Will you fix the time of those conversations?

Q. (By Mr. WATTS.) Can you give us any date as to the meeting when this occurred?

Mr. BOWEN. What year?

Q. Was it in the first year?

A. That was in the latter part of November.

Q. Of 1933?

A. 1933.

Mr. SMITH. Just a minute, Mr. Watts. Your reference to the "new administration" refers, I take it, to Section 7-A?

A. That is right, under the N. R. A.

Chairman MADDEN. At this Cleveland meeting, were you the only representative of the employees there?

A. No; the general committee was there.

Chairman MADDEN. That is the committee of five from the region?

A. That is right. Then, I don't know, Mr. Sundstrom pretty mad; and he severely reprimanded and criticized me and embarrassed me and humiliated me in front of those officers and in front of our committee.

Q. (By Mr. WATTS.) For doing what?

A. For going to these various points and trying to get the machinery for the association functioning.

Q. (By Chairman MADDEN.) Just a moment. Now, it
408 couldn't have been quite as simple as that. What was it? It wasn't just getting the machinery going that you were criticized for, in particular, was it?

A. Well, I knew that there hadn't been any meetings among the employees at any of those points and I also knew that I was the regional committeeman, which included Akron, Ohio, Harrisburg, and Lima, Ohio, and that was the only way that they would know what the machinery for the association would be.

Q. You mean, for you to go there and call a meeting and explain the thing?

A. That is right.

Q. Is that what you were criticized for?

A. That is what I was doing.

Q. Is that what Mr. Sundstrom critized you for?

A. That is right.

Q. Or, was it, perhaps, your interpretation or your explanation?

A. No; it wasn't anything in regards to my explanation or interpretation of the rules.

Q. (By Mr. WATTS.) You were taking time off to see them, weren't you?

A. Yes; that is right.

Q. And, you were being paid for the work which, otherwise, you would have been performing?

A. That is right.

409 Q. You were being active in trying to make this a real organization, weren't you?

A. Yes; I thought I was in good faith about it.

Mr. BOWEN. I understand that the rules of this Board are very liberal as to evidence but we are getting what is evidence by counsel, by his putting the words into the mouth of the witness and you are getting what may be considered as evidence here but what is merely conclusions of fact.

Mr. WATTS. I submit, if the Board please, that apart from lectures, objections be made.

Mr. BOWEN. I understand that the rules of this Board are very liberal. Off the record. This witness is making his statement that he was intimidated. How does this Board know that he was intimidated, just because he said so?

Mr. WATTS. I haven't heard him use the word "intimidated" as yet.

Chairman MADDEN. Just what was said in this matter?

Mr. BOWEN. In a Court proceeding, the question would be, "Just what was said."

Chairman MADDEN. I think that would be enlightening here. Let the witness tell just what happened there. It seems to me to be very important.

A. I was more or less criticized for going to these regions as general chairman, and telling the regional chairman to call
410 a meeting and presenting the facts to the employees, which was never done. In Washington, D. C., they did call meetings and we went through the procedure of telling them just what our interpretations of the rules and regulations were.

Q. (By Chairman MADDEN.) And you are saying that what you were criticized for at Cleveland was not the interpretation that

you put on the rules but was due to the fact of your having gone there?

A. That is right.

Q. And, arranging for the meetings?

A. Yes. I can further state, too, that this criticism at this meeting did have this effect on the other regional chairman to the extent that I never got any cooperation from them, from anything that went before these committeemen in Cleveland, because they simply told me, after that criticism, "Why, you can see where you stand on this thing and why should I make a sacrifice of my job for the employees, if the company feels that way about it?"

Q. (By Mr. SMITH.) Was there any provision in the by-laws, rules, and regulations of the organization, as adopted at Cleveland, for meetings of the employees, either for the purpose of having the plan explained to them or for any other purpose?

A. No; there was never any provisions, with the exception of the Pittsburgh region. I did make those arrangements myself with the regional manager.

411 Q. (By Mr. WATTS.) Those were not in the by-laws, were they?

A. They were not in the by-laws.

Chairman MADDEN. Don't you think, Mr. Bowen, that you can bring out on cross examination the details of this? As you will see, we don't want to waste a lot of time here fussing about the form of a statement. On the other hand, we do not want to have things admitted that do not tend to prove anything. So, we have arranged, and the statute provides that we should arrange, a system of procedure here which is nontechnical. By that, of course, we don't by any means want a system which doesn't work to bring the right results. We shall be liberal with you, too, on cross examination and that sort of thing.

Mr. BOWEN. Well, I have purposely refrained from making objections, due to the fact that I understand what the rules are, only when he substitutes his judgment for what should be the judgment of the Board——

Mr. WATTS. Is this on the record?

Mr. BOWEN. You can take it off. I am not trying to interfere. I am trying to help along with the procedure.

Chairman MADDEN. I think, Mr. Watts, you should be more careful about leading the witness.

Mr. WATTS. I should be glad to prove this at the greatest technical length, if the Board so desires.

Chairman MADDEN. Well, we certainly don't so desire.

412 Q. (By Mr. WATTS.) After this meeting at Cleveland, did you return to Pittsburgh?

A. I did.

Q. Did you there discuss with the employees of these respondent companies what had happened to you at the meeting?

A. Yes, I did. We have quite a few little groups, more or less leaders, and I knew who the leaders were, and I talked to all of them.

Q. Thereafter, and following these conversations, did you receive two certain documents, which are now marked "Board's Exhibits 73 and 74"?

(Papers marked "Board Exhibits Nos. 73 and 74, for identification", respectively.)

Q. Did you receive those?

A. Yes; I did.

Q. Have you ever seen Mr. Duvall's signature before?

A. Yes.

Q. Is that it?

A. Yes; that is it, as I recall it.

Mr. WATTS. We offer in evidence Board's Exhibits Nos. 73 and 74.

A. May I state at this time that I was recalled——

Chairman MADDEN. Just a moment. The gentlemen are giving their attention to the exhibits for the moment.

Mr. BOWEN. No objection.

413 Chairman MADDEN. Admitted.

(Board Exhibits Nos. 73 and 74, for identification, respectively, received in evidence.)

Mr. WATTS. If the Board please, I wish to pause at this time to call to the Board's attention the content of the two exhibits which have just been introduced.

The first, Exhibit No. 73, is headed by the printed form of the Greyhound Lines, Inter-office correspondence, and is from Mr. W. A. Duvall, address, Cleveland, to, blank; subject, blank; date, July 26th, 1933, and then in the form of a salutation of a letter, the names of Mr. Nyland, Mr. Burns, Mr. Ward, Mr. Glover and Mr. Ells. The document then proceeds: "The management has decided to set up a plan of employee representatives. At a meeting of the regional managers of the Pennsylvania Greyhound Lines in Cleveland yesterday the matter was explained fully and upon their return it will be discussed at length with you. Before the plan can be set up, the management must be requested by the employees at the various divisions to do so. Am attaching a sample of the petition that will be used for obtaining a list of the employees interested. It is to our interest to pick out employees to serve on the committee who will work for the interest of the company and will not be radical. This plan of representation should work out very well, provided the proper men are selected and consider-
414 able thought should be given to the men placed on this responsible committee. This matter should be discussed thoroughly with the regional managers before anything is done, as they have been given full instructions on how it should be handled. Yours very truly, W. A. Duvall, Manager of Maintenance."

Exhibit No. 74, which is the enclosure referred to, is a document entitled, Pennsylvania Greyhound Lines, Inc., a blank for the insertion of writing, under which there is the word, "City", another blank, under which there is the word, "date", and then, "We, the undersigned employees of the" blank "region, request that an election be held for the purpose of electing employee representatives of this region to confer with the management on matters affecting our welfare." Then, blanks for the name, occupation and location, and, at the bottom of the page, in parentheses, "Sample to be drawn up and sent to key men to prepare one themselves on this order."

Mr. BOWEN. I am sorry that the inflection that the attorney for the Government uses in reading this could not go into the record.

Mr. WATTS. I am sorry that it couldn't. It is a masterpiece of this sort of thing.

Chairman MADDEN. There is no possible way of recording it.

Q. (By Mr. WATTS.) Now then, in 1934, there was another series of elections, wasn't there?

A. There was.

Mr. WATTS. Mark this as an exhibit.

415 (Paper marked "Board's Exhibit No. 75 for identification.")

Q. (By Mr. WATTS.) I show you Board's Exhibit No. 75, for identification, and ask you what that is?

A. This is a list of the eligible members of the association in nominating their choice for representative.

Q. Do you mean that these are the people who were nominated?

A. No; they are the ones who signed to nominate Mr. Henry, as set forth in here.

Q. And, was a similar petition prepared for the clerical employees and the bus operators?

A. Each department.

Q. This is a sample of the way the nomination petitions were gotten up for the elections?

A. That is the original.

Mr. WATTS. We offer Board Exhibit No. 75 in evidence.

Mr. BOWEN. No objection.

Chairman MADDEN. Admitted.

(Board Exhibit No. 75 for identification received in evidence.)

Mr. WATTS. Mark these as Exhibits.

(Papers marked "Board Exhibits Nos. 76 and 77, for identification", respectively.)

Q. (By Mr. WATTS.) I show you Board's Exhibits Nos. 76 and 77 for identification, and I ask you if those are nominating peti-

416 tions, such as the preceding exhibit, but for the other offices involved?

A. They are.

Mr. WATTS. We offer Board's Exhibits Nos. 76 and 77 for identification, in evidence.

Mr. BOWEN. They apparently are what they purport to show.

Chairman MADDEN. Admitted.

(Board's Exhibits Nos. 76 and 77 for identification, received in evidence.)

Q. (By Mr. WATTS.) Are these the original documents?

A. Yes; they are the ones that were actually turned in.

Q. Were they in your possession?

A. They were in my possession.

Q. (By Mr. BOWEN.) Did they come into your possession in your capacity as committeeman?

A. They came into my possession at the time we were to decide as to the eligibility of the men signing that petition.

Q. That is, they were turned over to you as part of your duties as committeeman?

A. That is right.

Mr. BOWEN. We have no objection.

Mr. WATTS. Mark this as an Exhibit.

(Paper marked "Board's Exhibit No. 78 for identification.")

Q. (By Mr. WATTS.) I show you Board's Exhibit No. 78 for identification and ask you if that is an original document and where you got it?

417 A. That is an original document for the eligible employees, eligibility to vote for a representative for the maintenance employees.

Q. In which election?

A. In the election to be held in September 1934.

Q. Was this in your possession as an officer of the association?

A. It was.

Mr. WATTS. We offer in evidence Board's Exhibit No. 78 for identification.

Mr. BOWEN. No objection.

Chairman MADDEN. Admitted.

(Board's Exhibit No. 78 for identification received in evidence.)

Mr. WATTS. I call the Board's attention to the fact that Board's Exhibit No. 78, is headed "Pennsylvania Greyhound Lines, Inc." Then, "Election roll", and it states, "The following employees of the Pennsylvania Greyhound Lines, Inc., are eligible to vote for regional committeemen", and it goes on to tell when the election will be held. Attached thereto is a list entitled "Employees eligible to vote at employees' association election August 21, 1934", on which list appears the name of every man who is a subject of the present complaint before this Board. This exhibit is offered, therefore, on the issue of the identity of the employer of these men, as well as on the more historical basis of showing the development of the

418 machinery.

Q. (By Mr. SMITH.) Mr. Davidson, there have been several references to eligibility. What was the basis of eligibility to vote in these elections?

A. The basis of it was that only an employee and not any of the officers or anyone in an official capacity would be eligible to vote for the selection of a representative.

Q. Well, were all employees eligible? Was there an inclusion on the ground of age or length of service?

A. No; there was no exclusion in that respect, only in supervisory capacities.

Q. (By Mr. WATTS.) Well, they had to work for the company a certain length of time before they were eligible for election?

A. That was later adopted, in the 1934 election. They had to work for the company three months prior to the election or selection or nomination, before they were eligible to vote.

Q. (By Mr. SMITH.) Then, there was an amendment to the by-laws adopted, through the general committee, or how?

A. No; it was adopted by a committee created, known as the general reviewing committee.

Q. And, it was adopted by agreement of the representatives of the employees and the management?

A. That is right.

Q. And, that method of adopting amendments is provided for in the By-laws?

419 A. Yes; with the general reviewing committee.

Mr. BOWEN. May I ask a question?

Mr. WATTS. Yes.

Q. (By Mr. BOWEN.) This Exhibit No. 78, this list of employees, that was the same thing that was posted relative to that election of 1934?

A. It may be the same but it is the one that we used.

Q. Well, I mean, are they regularly posted before these elections, on the premises?

A. No; not regularly posted.

Q. They are not?

A. I have never seen any.

Q. Well, what is the purpose of it if it isn't for the purpose of posting?

A. The purpose of that is for the regional committee preparing for the election to decide who is eligible for nomination.

Q. I see. This is for the use of you committeemen?

A. That is right.

Mr. WATTS. Mark this as an exhibit.

(Paper marked "Board's Exhibit No. 79 for identification.")

Mr. WATTS. You may as well mark all of these.

(Papers marked "Board's Exhibits Nos. 80, 81, 82, 83, 84, 85, and 86 for identification", respectively.)

Q. (By Mr. WATTS.) I show you Board's Exhibits Nos. 79 to 86, for identification, and ask you whether or not each of the
420 exhibits so marked for identification at this time were documents used in the regular election in 1934 in the employees' association of these respondents?

A. They are.

Mr. WATTS. Board's Exhibits 79 to 86 for identification are offered in evidence.

Q. (By Mr. BOWEN.) Mr. Davidson, are these the original documents?

A. Yes.

Q. They were furnished to you in your capacity as a committeeman?

A. They have always been in my possession.

Mr. WATTS. Is there any objection?

Mr. BOWEN. No objection.

Chairman MADDEN. Admitted.

(Board's Exhibits 79, 80, 81, 82, 83, 84, 85, 86, for identification, received in evidence.)

Mr. WATTS. Mark this.

(Paper marked "Board's Exhibit No. 87 for identification.")

Mr. WATTS. At this time we offer in evidence an article, marked in red pencil, appearing on page one of the August 1935, issue of a periodical entitled "Greyhound Lines".

Mr. BOWEN. We have no objection.

Chairman MADDEN. Admitted.

421 (Board's Exhibit No. 87 for identification received in evidence.)

Mr. WATTS. This is off the record.

(Discussion off the record.)

Q. (By Mr. WATTS.) Now, Mr. Davidson, when did you first become interested in or hear anything about an independent labor organization other than the employees' association?

A. Well, the first thing that happened was that the men became very much interested in an outside organization, due to some of the explanations of the machinery and documents in carrying out the employees' association.

Q. When you say "the men", what men do you mean, Mr. Davidson?

A. The employees. They, from time to time, were demanding that we make some investigation for an outside organization.

Q. (By Chairman MADDEN.) Could you stop there and tell us what parts of the explanation of this employees' representation plan did not seem satisfactory to the men?

A. Well, the first "chill" that they got was the letter, after I explained to some of them about the attitude that the company was taking from the very beginning of this association.

Q. What letter?

A. That I had received from Mr. Duvall. I didn't receive it from Mr. Duvall, but it was over his signature.

Q. What do you mean by that?

A. Well, it just meant that they felt that the company never was in good faith about the association, and they felt that the
422 only way that they could have what they really thought they should have would be an outside organization.

Q. (By Mr. WATTS.) Are you referring, Mr. Davidson, to exhibits Nos. 73 and 74?

A. Yes; that is right.

Mr. WATTS. So the record will have a reference to those exhibits?

Q. (By Chairman MADDEN.) As you went out and explained this plan, did you defend the plan?

A. Which plan do you mean?

Q. The employees' representation plan.

A. Yes; I always defended the employees' plan. In fact, I recall that the Brotherhood of Railway Trainmen, immediately after we started to organize, started to organize us or tried to organize us, and, as I recall, Mr. Crawford called me and told me that two of our employees, drivers, had joined the Brotherhood of Railway Trainmen, and I defended the association and, of course, explained to the men that we should have a chance to try to negotiate with the company and have a plan worked out.

Q. (By Mr. WATTS.) Now, after the men had started to talk about an independent labor organization, will you just pick up the story at that point and go on and tell the Board what happened?

A. Well, I always——

Mr. BOWEN. Let us fix the dates.

423 Q. Can you fix the dates?

A. Oh, as I recall, it was in 1933, some of the men started, and then, of course, various things had happened to the employees at various times. In 1934 they were demanding that we make some investigation. In fact, we did make investigations for an outside union.

Q. Well now, then you say you made investigations for an outside union. Just tell us who did this? What are you talking about?

A. Well, I recall about a committee from the maintenance employees going to the machinists' union.

Q. When was this?

A. That was, as I recall, about two months after the second election in 1934, and, of course, they went there to find out if the machinists' union could take them into that union as automobile mechanics or maintenance employees, and they reported back to me that the machinists could take some few of the mechanics in but they couldn't take all of the employees of the maintenance department into their organization.

Q. Did there come a time when you, yourself, made an investigation of an independent labor organization?

A. Yes; then I went to Mr. Williams, who was——

Q. Wait a minute. When was this?

A. This, probably in January 1935.

Q. Now, you say you went where?

424 A. I went to Mr. Williams.

Q. Who is Mr. Williams?

A. He is the organizer and representative of the American Federation of Labor in Pittsburgh.

Q. You made certain inquiries?

A. And I made certain inquiries there and, of course, I told him——

Q. No, wait a minute. Apart from what you told him or what he told you, did you do something as a result of that conversation or conference that you had with him?

A. Yes; this Mr. Williams arranged for me to meet with the officers of the Amalgamated.

Q. Did you meet with them?

A. And, I met with them.

Q. Did you ever report the results of your investigations into the nature and management of independent labor organizations?

A. Yes, I talked about it and told the members exactly—the ones that were demanding an outside union, I told them what we could get from the amalgamated association.

Q. Did you ever discuss this matter with the general committee at Cleveland?

A. Yes; I did.

Q. When did you do that?

A. At the last meeting which I attended, which was in April 1935.

425 Q. Now, at the April 1935 meeting of the general committee of the employees' association, tell the Board what you did and what the other members did.

A. Well, I fully intended to take up this matter with that committee at that meeting but some of our committee felt as though they had been personally insulted by not giving us an opportunity to meet with one of the department heads to discuss the matter, which was affecting all of the drivers, and they—instead of me bringing up the subject, they brought up the subject of an outside organization.

Q. Who is "they"?

A. The general committee, excluding the secretary, Miss Monniger.

Q. You are not talking about these five men?

A. No. There six on the committee, the 1934 committee.

Q. All right. Six men, then.

Mr. BOWEN. 1934; I thought you were talking about 1935.

A. The 1934 committee.

Q. (By Mr. WATTS.) The 1934 officers were carrying over?

Mr. BOWEN. Oh, yes. Will you develop the names of those men? Who are "they" that he is talking about?

Q. Give us the names of those men, as a matter of record.

A. We didn't keep a record of the meeting.

Q. The names of the men who were members of the general committee?

426 A. Yes; they are on record.

Q. Do you remember them offhand?

A. Gerald Best, Cochrane, from Cincinnati; Cook, from Washington, D. C., and myself, and Mr. Halloran, from Philadelphia, didn't arrive, and Miss Monniger, were invited to that meeting that night, but she didn't come.

Q. What did these other general committeemen say to you and what did you say to them?

A. They said, "Well, it looks bad for you. We heard you are on the way out." They said, "The only thing we can see is we are going to be with you."

Mr. BOWEN. Let us get what he said there, and who said that.

A. The committee that I have mentioned.

Mr. BOWEN. The committee didn't say that. Some individual said that.

A. I don't recall which one it was.

Q. (By Mr. WATTS.) Go ahead.

A. And, they said, "Well, as far as we can see, we are on our way out with you. We have heard that you are on your way out and we think the only thing we can do is to go and get some outside organization." Well then, that took me by surprise, so, I proceeded to tell them what I had found out about the Amalgamated association, and it sounded good to them.

Q. (By Mr. BOWEN.) Wait a minute. Let's get what he told——

427 Mr. WATTS. Just a minute. If the Board please, I submit that counsel is going to be accorded a liberal opportunity to cross examine, and, while I would like to have him join with me in a round table discussion, I have to have this witness testify, and I would like to have him reserve his remarks.

Chairman MADDEN. I think the present statement is all right.

Mr. BOWEN. He said, "I told them and they said it sounds good."

Mr. CARMODY. He also said the committee was composed of six members and it will be possible to find those six fellows for cross examination, by an additional subpoena.

Mr. BOWEN. I am going formally to put an objection on the record to this testimony, as not indicating who said anything, as hearsay.

Mr. WATTS. There is no question before the Board.

Chairman MADDEN. Objection overruled.

Mr. BOWEN. Exception.

A. About everyone of the committee there then said, "Why, we will sign an application right now." I explained to them that we had to have so many members to get a charter. Well, all of them

there at the room at that time said, "Well, we will sign an application right now for it." Well, I informed them that I hadn't gone that far yet, that I didn't have any applications with me. So,
428 then I came back to Pittsburgh and further inquired with the men, trying to determine whether they actually did want another organization or not and they all replied that they did. I didn't see all of them but a majority of them.

Q. (By Mr. WATTS.) What did you do as a result of this?

A. As a result of this, I was furnished by the officers of the Amalgamated with sufficient application blanks to apply for a charter.

Q. Did you apply for a charter?

A. I did.

Q. Was the charter issued?

A. It was.

Q. On what date?

A. The charter was issued on May 7th, 1935.

Q. To what named group?

A. To the Pennsylvania Greyhound employees.

Q. What was to be the name of the organization so chartered?

A. The name of the organization would be Division No. 1063 of Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America.

Q. Now, did you thereafter begin taking applications for membership in this newly chartered independent organization?

A. Yes; after I received the charter for it.

Q. Can you tell us approximately when you began to take these applications?

A. Yes; I recall it very plainly. It was on May 11th, 1935.

429 Q. Will you state to the Board whether or not, under the present form of charter of the Local Division No. 1063, there are a complete schedule of officers, President, Vice-President, Secretary, Treasurer, and all that sort of thing?

A. There is.

Q. Beg pardon?

A. There is a complete set of officers.

Q. Were those offices filled?

A. Yes.

Q. When were they filled?

A. Do you mean the divisional?

Q. Yes.

A. They were filled at a meeting of the charter members and some of the members that had been signed up.

Q. You don't remember the date?

A. No; I don't remember the date.

Q. Now then, did the Local Division hold a meeting?

A. Yes; we held a meeting.

Q. When did you hold the first meeting and where?

A. The Division didn't actually hold a meeting. On May 28th, I called that meeting myself.

Q. And were there subsequent meetings?

A. There was.

Q. Give the dates of those subsequent meetings?

A. On July 10th and 11th.

430 Q. You have heard the testimony here of Messrs. Nyland and Bauer about being outside of the door at the time of that second meeting?

A. Yes, sir.

Q. Did you see them at that time?

A. Yes; I did.

Q. On the 16th of May, between the time you began taking applications and the time you have testified about this meeting that occurred of the Local Division, were you called in by Mr. Crawford?

A. Well, I wasn't called in. I went into the garage and the Superintendent of Drivers told me that Mr. Crawford wanted to see me.

Q. Who was the Superintendent?

A. Mr. Bauer.

Q. Well, did you go to see him?

A. No. He said, "I will call him up and let him know." So, he came to the garage, Mr. Crawford did.

Q. Was that a usual procedure?

A. No; I don't know of any time that anybody was to be seen by Mr. Crawford that he came to see them.

Q. But, in this instance, he came to the garage?

A. He did.

Q. Did you have a conversation with him?

A. Yes; we did.

431 Q. Tell us what he said and what you said?

A. Well, Mr. Crawford came into the office and he said, "Bob, you are taking an awful lot of time off here for this employees' association." I said, "Yes; I realize that I am taking time off, but I also realize that I am representing some men that I am informed are in trouble."

Mr. BOWEN. You said you were representing them?

A. I said that I also was representing men that I was informed were in trouble. He said, "Well, I got notice from Mr. Sundstrom this morning that you were to stop taking this time off." I said, "Does that mean that I am not supposed to represent these men any more?" He said, "Yes; you won't have any time off unless I tell you so." So I challenged him on that statement. He says, "Oh, don't get me wrong, Bob." He says, "I don't mean me personally, but," he says, "anyone in an official capacity will be the only ones that will be allowed to let you off of your run." He says, "I also have had instructions from Mr. Sundstrom that you are to go on your job tonight or you will stand suspended from the company," and then we had a conversation in regards to these various men that were in trouble and what the trouble was. He also informed me that they had fired one man and they were going to fire another man as soon as he came in.

Q. (By Mr. WATTS). As a result of this trouble that had been going on?

432 A. That is right.

Q. Did he say anything about union activities?

A. Yes. As I recall, he says, he started to get pretty mad, I don't know. I said something to him and he started to get pretty

mad, and he said, "You are not kidding us." He says, "We know what you are doing." I says, "Well, what about it?" He says, "I don't think the men want it." He says, "In fact, I have had a couple of long distance calls this morning that the men don't want it." I says, "Well, no doubt there are a few that may not want it, but, from the way the applications are coming in, it has proven that they do want it."

Q. Now then, did you go out on your regular run that night?

A. No. He gave me the alternative——

Q. Just a minute. You didn't go out?

A. No; I didn't.

Q. Did you get the approval of any official of the company to your not going out?

A. Well, prior to that, at this conversation, I requested a thirty days' leave of absence to represent these men, which I was denied by the company. So, I——

Q. This matter that you are talking about now, of representing the men, has nothing to do with union activities?

A. No; that was the employees' association.

Q. All right. Go ahead.

Chairman MADDEN. You have spoken about these troubles
433 these men were in. What was that, particularly?

A. On May 11th, the day after we started to circulate the applications for membership, it happened to be pay day, and there was a restaurant on the North Side, that, of course, handles hard refreshments, and it acts as a bank for the employees over there in regard to cashing their checks. At that time the chain letter craze was on, and some of our men were in this place, had gotten their checks cashed and, presumably, they did have a few drinks.

Q. (By Chairman MADDEN.) Well, had they been discharged or suspended?

A. No; they hadn't been discharged.

Q. What was the representation that they needed?

A. It became very serious, as police were called and everything, on account of these men. So, the company immediately, the next morning—as I recall, this was on a Saturday and on Monday they immediately started a very strong investigation about this trouble that had occurred at this place. The results of their investigation were that they had fired one man that was in uniform, so they stated, that they could prove that he was in uniform. I raised no objection about that. Various men that were there that day felt that they were in trouble about it because they were being called into the office and questioned about it and they were all coming to me for advice or for defense. The result was that at
434 this conversation or conference on the 16th, with Mr. Crawford and Mr. Bauer, they informed me that there was one man to be fired as soon as he came in from his run. So, that was the investigation that was going on and that was the trouble.

Q. (By Chairman MADDEN.) Under the rules of the employees' association, you would have been the one to speak for the men, would you not?

A. That is right.

Q. They had appealed to you for that?

A. That is right.

Q. (By Mr. WATTS.) Now, you were asked whether or not you got permission not to go out on your run on the night that Mr. Crawford talked to you. Did you get such permission?

A. Yes, I did. I called up the despatcher and asked him——

Q. What is his name?

A. Mr. Wright, Jimmy Wright.

Q. Yes.

A. And, I inquired of him if this party mentioned, that was to be fired as soon as he got in, was coming in or where he was and when he was due to return, and he informed me that he would be in that evening at six thirty-five. So, I told him then, in the regular procedure, exactly the way I had always done before, I said, "Well, Jimmie, I will have to be off tonight for committee work."

He said, "All right. O. K." or something to that effect.

435 Q. When that is done, what, ordinarily, does the despatcher do? Does he make some record in writing of the granting of the permission to be off?

A. Yes, he makes a record on Form 67.

Q. Do you know whether or not Mr. Wright approved your absence on such a form in this instance?

A. Yes, he did.

Q. Now then, while you were staying away, with the approval of Mr. Wright, did anything happen to you?

A. Yes. The next day I went into the garage and, of course, Mr. Bauer went through the same procedure. He said, "The old man wants to see you", which was a common way of saying that the regional manager wanted to see me, and I said, "All right." He said, "Well, you can wait here and I will go over and get him." So, they both came back and I went into the office with them.

Q. (By Chairman MADDEN.) That was Mr. Crawford?

A. Mr. Crawford and Mr. Bauer.

Q. What did Mr. Crawford say about your working for the company, then?

A. Well, when he came in I could tell by the expression——

Q. (By Mr. WATTS.) Never mind the expression. What did he say?

A. He said, "Bob, you defied me, didn't you?" I said, "No, I didn't defy you. I am trying to stay within the regulations of the employees' association and I felt that these men needed

436 representation and I went through the regular procedure of getting off and the request was granted by the despatcher."

Q. Go ahead?

A. He says, "Well I think this is the most deliberate case of disobedience I have ever had." He says, "I am going to suspend you." He says, "Of course, you can have a hearing which will probably be arranged for next Monday and Mr. Sundstrom would like to sit in on this meeting." I said, "All right." He said that with this suspension they also suspended the use of the annual pass and prohibited me from being on the property, giving me one hour to get off of the property.

Q. (By Mr. WATTS.) You were suspended, then, on the 17th day of May?

A. That is right.

Q. Is that the date?
A. Yes.
Q. Did you get a hearing on your suspension?
A. Yes, I did.
Q. And on what date?
A. As I recall, it was on the 20th of May.
Q. The 20th of May?
A. Yes.
Q. Now then, as a result of that hearing, was the suspension—withdraw that question. As a result of that hearing, what
437 action was taken?
A. I was actually fired.
Q. You were discharged?
A. That is right.
Q. (By Chairman MADDEN.) Just a moment. Who was at that hearing? Was that a company hearing?
A. That was in the regional manager's office and I recall Marcus Dow being in the office, Mr. Sundstrom being in the office, Mr. Crawford being in the office, and I recall Mr. Bauer being in the office. I challenged the fairness of all of them being there and me having no one as a witness for me.
Q. (By Mr. CARMODY.) You had no witnesses at all?
A. I had no witnesses with me, no.
Q. (By Chairman MADDEN.) Well, there really wasn't any one, was there, who knew the circumstances?
A. Well, I told you the exact procedure. In the first place, there were police put on the property the day I was suspended, possibly about ten minutes of four, and the first thing I did when I went in, I recall, and I recall this very plainly, I asked them if there were any police in there and if I would be put off of the property, as I had already been ordered off the property, and I recall Mr. Sundstrom saying, "No, not in the procedure of hearing."
Q. (By Mr. CARMODY.) Not what?
A. Not in the procedure of hearing. So, then I asked if all
438 these men were going to be there and they, of course, said "Yes." So, I asked them then to call up the garage and have three or four mechanics or drivers, I didn't care which they were, or they could select them, to come over and sit in on the hearing as witnesses for me during the hearing.
Q. (By Chairman MADDEN.) You meant not to testify for you?
A. Not to represent me, just as witnesses. Mr. Crawford then suggested or, in fact, said, "Oh, we can't do that. There is nobody over there." Well, I knew there was somebody there because I had just left there. He says, "I will have my stenographer come in and take down the minutes of the meeting and I will give you a copy of the minutes." I said, "Well, that would be quite all right but you will have to excuse me for a few minutes. I would like to go and call the Labor Board and have them furnish me a stenographer to take the minutes of the meeting, and then we can compare the minutes and any differences in the minutes could be argued out right here." So then Mr. Sundstrom suggested that they would leave the room, which they did, and Mr. Crawford was left with me alone when he discharged me.
Q. What became of the hearing?

A. There was no hearing. He told me I was discharged and asked me if I had any further defense to offer and I said, "No", not at that time, and he said, "Well, I am going to discharge you", and I picked up my hat and walked out.

439 Q. Now will you tell us again what Mr. Crawford had said to you the day before, about your being off, that you couldn't be off the night before?

A. When I asked Mr. Crawford for a thirty day leave of absence I recall him asking Mr. Bauer something about whether they could leave me off and Mr. Bauer made some explanation about so many new men being there and the leave of absence was not granted. Then, I remember calling the despatcher, after I challenged Mr. Crawford.

Q. There was nothing said to Mr. Crawford about your being off that particular night?

A. That particular night, no.

Q. It was just about the thirty days leave of absence?

A. Nothing at all and, of course, I took it upon myself to call the despatcher to get off for this meeting.

Q. Is that the way any driver would do it?

A. Exactly; and when they would call they would say, "Can I be off?" And if there was plenty of extra men on the extra board and there generally was, he would say, "Yes", because as a general rule, when there are a lot of extra men the regular men do give them a chance, do give them work.

Q. (By Mr. SMITH.) Did Mr. Crawford actually object to the extra time you were taking off?

A. Yes, he did; in the month of April. That was the only instance.

440 Q. Is there anything in the bylaws of the association limiting the amount of time that a representative may take off and be paid by the company? I take it you were paid by the company?

A. Yes; that is right. No; there has never been any——

Q. Had there ever been any discussion between the officers of the organization and the officials of the company as to how much time might be taken off?

A. Yes. As I recall, the general subject was taken up by Mr. Sundstrom in conference with the committee, as to limiting the time to be taken off, and I objected because of this being such a large region and having the outlying districts to take care of, as well as Pittsburgh, and he then said, "All right. We will just let it go at that."

Q. (By Chairman MADDEN.) When was that, approximately?

A. That was at the very first meeting, October 9th, 1933. Then I also later asked Mr. Sundstrom, as I recall, "Just when should we represent these men?" And he says, "Any time that your conscience tells you that you should."

Chairman MADDEN. We will take a recess for five minutes.

(Whereupon a recess was taken.)

Q. (By Mr. WATTS.) Mr. Davidson, before you go on with the chronology of your testimony, I want to make certain about one point. I asked you a question as to whether or not the Local

Division No. 1063 of the Amalgamated Association of Street,
441 Electric Railway and Motor Coach Employees of America had a full set of officers?

A. No, they don't.

Q. Will you please tell me what your answer is to that question?

A. As I understood that question, I thought you were talking about the International officers of the Amalgamated.

Q. Well, there is, of course, a full set of International officers, is there not?

A. There is.

Q. Well, then, please tell us directly, so that there may be no doubt about it on the record, has Local No. 1063 at any time since its inception had a full slate of officers?

A. No, they haven't.

Q. (By Chairman MADDEN.) Have they had any officers?

A. Yes, I was elected president and as I recall one maintenance employee has been elected as a board member.

Q. Are you still president?

A. Yes, I am.

Q. (By Mr. CARMODY.) Member of what board?

A. It will be a member of the Local board. It is just a temporary office until such time as we have a general election.

Q. (By Chairman MADDEN.) There is only one such board member?

A. No, there will be several Board members.

Q. I say, at the present time?

442 A. At the present time, as I understand it, there have been a Board member appointed to act as a Board member in Akron, Ohio, and one in Philadelphia.

Q. (By Mr. WATTS.) Now, then, we have your testimony about having been discharged on the 20th of May. Did you, in accordance with the machinery of the employees' association, ask to have that discharge reviewed by the regional committee?

A. Yes. Under the regulations, I did. I wrote making a protest as in the disciplinary action.

Q. Did you get it?

A. I did.

Q. Now, then, between the time of your discharge and the time of the meeting of the regional committee of the employees' association and their hearing on that discharge, how much time elapsed?

A. It was possibly close to a month.

Q. And, in the interval of time between your discharge and the appeal to the regional committee, what was done, if anything, about changing the membership of the regional committee?

A. There were petitions circulated for the re-election of a regional committeeman from the bus drivers only, to take my place.

Q. And who caused those petitions to be circulated?

A. Mr. Drake, of course, with the assistance of Mr. Miller,
443 and, as I recall, Mr. Rihr was with them a lot of times.

Q. Was an election held between the date of your discharge and the date of review of your discharge?

A. Yes; there was.

Q. To replace you as regional representative?

A. Yes; there was an election.

Q. And was that election conducted under the general supervision of the company offices here at Pittsburgh?

A. It was.

Chairman MADDEN. What do you mean by that?

Mr. WATTS. If the Board please, the procedure is set out here in the by-laws, if you would like to see them.

Chairman MADDEN. Do you mean, was it conducted in accordance with the by-laws?

Q. (By Mr. WATTS.) Was it conducted in accordance with the by-laws, assuming that the election was a valid election?

A. Why, I understand that the election was not done by the employees directly.

Q. Who did supervise it?

A. As I know it, the tellers were selected by the officers of the company.

Q. What officers?

A. Mr. Bauer, and the ballot box was, of course, in the garage and Mr. Bauer held the keys to the ballot box, as I have understood later, and, of course, the ballots were counted in the
444 garage.

Q. Had your term of office as a representative expired prior to the hearing on your discharge?

A. Not as the regulations set up.

Q. You were elected for a term expiring after that, were you not?

A. That is right.

Q. Notwithstanding that fact, when your case came up for review before the regional committee, was there present a man named by the company, whom they told you was there to take your place?

A. Yes; there was.

Q. And when I say, "The company", who did tell you that?

A. Mr. Crawford.

Q. And who presided at this meeting?

A. Mr. Crawford.

Q. So that when your case was reviewed it was reviewed by a general committee made up of the three representatives of the company, your two former associates on the regional committee and the man who had displaced you as a result of this election?

A. That is right.

Q. And as a result of a hearing which was held at that time and before that tribunal, what action was taken with respect to your discharge?

445 A. I was given notice by Mr. Crawford that my case had been taken up with the committee and my discharge had been sustained.

Q. (By Mr. CARMODY.) Did you appear before the committee?

A. Yes; I did appear.

Q. (By Chairman MADDEN.) What were you doing during this period of time? Were you still working for the company?

A. No, sir. I couldn't even get on the company property. They had police protection to keep me off the property. In fact, I was escorted off the property at the time I turned in my tools and got the money I had deposited on them.

Q. (By Mr. CARMODY.) Escorted by a policeman?

A. Beg pardon?

Q. Escorted by a policeman?

A. Yes.

Q. A city policeman?

A. So far as I can recollect, it was a city policeman, because I even asked him his badge number and he gave it to me and told me the station he was working out of, which was the North Side station.

Q. What occasion was there for having a policeman do that?

A. As I recall, I went in to check up on my tools, which were in the locker in the drivers' room, and I had turned in my tools to the office and they had O. K.'d it but at that time I didn't receive the
446 money for them, that I had up for a deposit. So, this Mr. Drake, who was circulating the petitions, and I got into a conversation in regard to what he was doing and through fear, I guess, he called for this police officer, who was sitting in the room, to have me taken out, and the officer did come over and started out with me and I explained to him that I had not received my money. So, we went into the office and it was arranged then for me to get my money. Then, he escorted me out.

Q. (By Chairman MADDEN.) Was there any occasion for Mr. Drake's fear?

A. Well, I don't know—oh, no, no; only that he knew he was doing wrong by the boys.

Q. Did you assault him or threaten to assault him?

A. No; I didn't insult him and I didn't assault him in any way. Of course, we talked "bus language."

Q. (By Mr. CARMODY.) You oughtn't to do that in the presence of the police?

A. Well, I didn't know he was in there.

Q. (By Mr. WATTS.) After the suspension, after the observation by yourself of the police on the property of the Greyhound Lines, state whether or not you were put under further surveillance?

A. So far as I know, my home was picketed a lot by some one. I don't know whether it was a private detective agency or whether they were policemen or whoever they were, but
447 in any event the neighbors even went so far as to notice it and bring it to our attention.

Q. How long did that keep up?

A. Oh, possibly three or four weeks; two or three weeks.

Q. Now, after your discharge by the company, what did you do with relation to employment by the Amalgamated Association?

A. I continued organizing.

Q. Were you then placed on the rolls of the Amalgamated Association as a paid employee?

A. Yes; I was put on the Amalgamated payroll as a special organizer.

Q. Had you received any moneys from the Amalgamated Association prior to your discharge from the company and prior to your appointment as a special organizer?

A. No; I didn't.

Q. After you were suspended and then discharged what, if anything, did the employees of the Pittsburgh garage say to you about their feelings in the matter?

A. Well, the first time the drivers became very much confused or enthused——

Q. Well, which was it, "confused" or "enthused"?

A. Well, they didn't like the action that had been taken on me and, of course, through telephone calls and coming to my home, they were demanding that we strike for our rights.

Q. Go ahead!

448 A. I managed to talk them out of that because I didn't feel that we ought to strike, and then the same thing happened when these mechanics were fired.

Q. That was on the 30th of July?

A. Oh, a little later than the 30th of July; about the first or second of August.

Q. The men were discharged, in the beginning, on July 30th?

A. Yes; that is right.

Q. (By Mr. Bowen.) May I ask a question as to the time when the drivers came there?

A. That was at the time I was suspended and they were worked up a lot more at the time I was discharged.

Q. (By Mr. Watts.) Now then, after the other discharges on the 30th of July, what did the employees have to say about those discharges? What was their state of mind as they expressed it to you?

A. Well, at the time they were discharged and I happened to be in Harrisburg when I got word through a driver that they had been discharged, so, I immediately came back to Pittsburgh and I met with the boys and, of course, a lot of the ones that were not discharged, and they were all feeling that a strike would be the only way to protect the other ones that were still in.

Q. That is, a strike of the employees of the garage?

A. That is right.

449 Q. Maintenance employees?

A. Maintenance employees. In fact, the maintenance employees wanted to strike at the same time that the drivers wanted.

Q. Now, I am talking about the days following July 30th?

A. That is right.

Q. What action, if any, did you take in relation to such a question?

A. Well, it did become quite serious with me, so, I thought the best procedure for me would be to have the maintenance employees come to a hall and give me a chance to explain to them why I was discharged, which they did.

Q. Wait a minute. Was this after July 30th?

A. Yes, this was—July 30th?

Q. I am talking about things that happened after July 30th. Just forget your own discharge now for a minute. I am talking about the men's feelings and statements to you after the 30th of July.

Mr. Bowen. Let him develop the point, the time he is talking about.

Mr. Watts. You can ask him about it, if you want to, but I am conducting this direct examination.

Chairman Madden: You will have an opportunity to go into that.

A. They were requesting a strike.

Q. What did you advise? What did you say to them?
450 A. They were requesting a strike.
Q. Tell us what you said to them. Don't make me pull this out. Come on and tell us what happened?
A. I was very much opposed to a strike and, of course, about that time the Wagner Law had come along, which I figured would be our protection.
Q. What did you do?
A. Well, I just deliberately told them that we wouldn't call a strike.
Q. What would you do, did you tell them that?
A. That we would handle our case with the Law.
Q. What do you mean by the "law", some policeman on the corner?
A. No, I meant by that that I would take them before the Regional Board and get a Concillator, a United States Concillator to try to clear it up for us.
Q. Did you do that?
A. I did do that.
Q. You took it to the Labor Board and got a Concillator?
A. We did.
Q. Now, at my request, did you, within the last month, make a record from personal observation of the registration numbers of the cars of the Greyhound Company and the license numbers in the series of seventeen road failures?
A. Yes, I did.
Q. How did you do that?
451 A. Well, I observed quite a lot of the buses by number on the street and took their license numbers from them, that is the Pennsylvania license numbers.
Q. You had a list of the bus failure numbers?
A. Yes.
Q. Comparing those numbers with the numbers on the outside of the buses you got down the registration numbers of the buses, is that it?
A. That is right.
Q. Will you read into the record the list, first giving the bus number and then giving the registration number, as you took them down?
A. Bus No. 569——
Mr. Bowen. Are these to identify Greyhound buses? Is that what he is testifying to, that these are bus numbers of Greyhound buses?
Mr. Watts. Yes.
A. Bus No. 569——
Q. (By Mr. Watts.) Just for instance, bus No. 569 is one of the buses in the list of seventeen road failures. He is giving us the license plate number for that bus.
A. Bus No. 569, we did not get the number. Bus No. 4167, the license number is 01954. Bus No. 581, we didn't get the number. Bus No. 264, the license number is 01870. Bus No. 4020, the
452 license number is 01914. Bus No. 4041, the license number is 01919. Bus No. 244, the license number is 01864. Bus No. 4072, the license number is 01938. Bus No. 4050, the license number is 01925. Bus No. 4074, the license number is 02315. Bus No. 4043,

the license number is 01921. Bus No. 4022, license number 01916. Bus No. 590, license number 03184. Bus No. 4023, license number 01917. Bus No. 4044, license number 01922.

Mr. WATTS. We now offer in evidence official report of the Commonwealth of Pennsylvania, Department of Revenue, Bureau of Motor Vehicles, giving the registration data as to each of the above enumerated buses.

(Papers marked "Board exhibit No. 88 for identification.")

Mr. BOWEN. No objection.

Chairman MADDEN. What is the purpose?

Mr. WATTS. Principally to show the motor number, the type number, the type bus it is.

Chairman MADDEN. The exhibit is admitted.

(Board exhibit No. 88 for identification received in evidence.)

Mr. WATTS. Your witness, sir.

Cross examination:

Q. (By Mr. BOWEN.) Mr. Davidson, at the time that you were taking time off, you were taking that time off to perform your duties as representative of employees in this employees' association, as we understand?

453 A. That is right.

Q. And you were being paid by the company for it?

A. That is right.

Q. So that, as to you, when you took time off and let some extra driver drive, you weren't losing anything by it?

A. No; I wasn't.

Q. And during this time that you were engaged in the activity of perfecting the organization of the Local of the Amalgamated you were then acting as general chairman of the committee of the employees' association?

A. That is right.

Q. You were taking time off, for which you drew pay from the company?

A. That is right, but not for the organizing.

Q. But during that period you were taking time off and drawing pay——

A. No, sir; not while I was organizing.

Q. As contended by you for your representation under the employee ' association plan?

A. No, sir; the only time I was taking off was up to the sixteenth.

Q. (By Chairman MADDEN.) The 16th of what?

A. The 16th of May, which I didn't receive any pay for, from the time that I was out on my own job, which was May 12th.

Q. (By Mr. BOWEN.) I didn't get that reference to May 12th.

454 A. Well, as I recall, my regular days off were on Friday and Saturday, in May, and on this Saturday I started to organize the men and I was off Sunday night, Monday, Tuesday, and Wednesday, which I didn't receive any pay from the company for.

Q. Well, after you had started organizing for the Amalgamated and while you were still acting as a representative of the employees' association, did you take time off from your duties as the representative of the employees in that association, for which you were paid by the company?

A. The only time that I took off, that I was being paid for by the company, was before I started to organize.

Q. And that was before what date?

A. That was before May 11th.

Q. So, after May 11th, then, you never took time off, for which you received your pay as a representative of the employees?

A. No, sir.

Q. But you did down to that date?

A. Up until the eleventh.

Q. Now, you were off on May 12th, when you should have reported for work?

A. That is right.

Q. And you didn't report for work on May 12th, May 13th, 14th, or 15th?

A. That is right.

455 Q. What were you doing during that time?

A. I believe I was organizing and I was seeing the men who had been involved in this trouble on May 11th.

Q. And during that time, that entire period, you were acting as the highest official in the employees' association?

A. That is right.

Q. And you had not tendered your resignation while you were attempting to organize a so-called liberal labor organization?

A. No, sir.

Q. Now, you were ordered to report for duty, by Mr. Crawford, on May 16th, after you had taken time off from May 12th to the 15th?

A. That is right.

Q. And you understood that Mr. Crawford was the regional manager here, in charge of this entire operation?

A. I always respected him as such.

Q. And he told you that you would have to report for duty that night?

A. That is right.

Q. So that instead of reporting for duty that day, you called a despatcher and told him that you were going to go out on business with respect to the employees' association?

A. That is right.

Q. Knowing very well that Mr. Crawford had ordered you to work?

456 A. That is right.

Q. Now, that was the reason that you were discharged, wasn't it?

A. Well, that was the reason that they gave me.

Q. That was the reason that was brought out in the hearing?

A. Yes; for disobedience.

Q. And at this hearing that you had in Mr. Crawford's office, at which Mr. Sundstrom and Mr. Dow went there, that did not occupy a short time?

A. With Mr. Crawford, it was.

Q. Are you sure it wasn't an hour?

A. I was in there about ten minutes with Mr. Crawford, alone.

Q. You say you were only in there about ten minutes?

A. About ten minutes.

Q. Now, you have shown that you were a good driver, you were a star driver?

A. That is right.

Q. So that it was possible that your services upon the highway were quite badly needed by the company at this time, wasn't it?

A. It wasn't any more than at any other time.

Q. Well, at that time of the year doesn't business begin to pick up in the bus transportation field?

A. No. At that time of the year they are generally preparing for the peak business.

457 Q. Don't the business in the bus business begin to pick up and from then on it goes ahead until it reaches the peak in July or August?

A. Oh, it gradually picks up, yes.

Q. (By Chairman MADDEN.) You were driving at night at that time?

A. My run would be to leave Pittsburgh at seven-fifteen at night and arrive at Gettysburg——

Q. Well, those several nights preceding the night for which you were suspended, you did not work?

A. No; four nights.

Q. When you were supposed to have worked?

A. No. I had that call scratched, in bus language. Numerous men do not report and they have men to cover those runs.

Q. And you had it arranged with the despatcher?

A. I had not arranged with the despatcher. The only time that I arranged with the despatcher was on Thursday night, after I came in and I asked him if I could be off and he said, "Well, you are off. The next trip is your relief."

Q. Shouldn't you have arranged with the despatcher for those other nights?

A. It was a common practice for the drivers just not to show up and extra men would be dispatched, an hour before the run was due out.

458 Q. That is, if the regular driver did not show up one hour before, then an extra driver would be sent out?

A. That is right.

Q. What was the rule about that?

A. I don't recall what the rule was. That was a procedure that most of the drivers—not most, but there were quite a few drivers who would do that.

Q. (By Mr. BOWEN.) Well, was it a common practice for a driver not to show up when the regional manager specifically told him to report for duty?

A. No. I respected Mr. Crawford as an employee, but, as an officer, the general chairman of the employees' association, I did not believe in my own mind that he should have the right to tell me how I should represent the men.

Q. He didn't know at that time that you were organizing an outside labor organization?

A. That is right.

Q. Now, prior to this date of May 10th, when you started—May 12th, when you started to take time off, you had had two days off, hadn't you, your regular days off?

A. That is right.

Q. And all you did that night, so far as the despatcher was concerned, you called up and asked whether or not Dillon was in?

A. That is right.

Q. And he said he wouldn't get in until six thirty-five?

459 A. That is right.

Q. And then you said, "Mark me off tonight, I can't work."

A. That is right.

Q. You don't know whether he knew at that time about Mr. Crawford having told you to report?

A. No; I don't know.

Q. You just made that remark on the telephone?

A. Yes.

Q. But, knowing all the time that Mr. Crawford had ordered you back to work?

A. I had challenged Mr. Crawford before that in regard to when I could be off to represent these men. He explained to me that any one in a supervisory capacity, such as a supervisor or this despatcher could let me off.

Q. Isn't it possible that you had in mind at that time creating a situation whereby disciplinary action would have to be taken against you, so that you could start proceedings against the Greyhound Company?

A. At that time, I actually thought that the reason that he was anxious to get me on that bus that night was that there possibly would be a frame up against me for organizing.

Q. What do you mean by "frame"?

A. Well, by putting two or three checkers on the bus and writing up any kind of a story on me that could be changed in the office.

460 Q. You never knew of the company ever doing that to any driver, did you Mr. Davidson?

A. I knew of them checking men.

Q. You know they checked you, don't you?

A. I only recall one time that I knew they checked me.

Q. You know they have checkers out on the system?

A. Oh, yes; I know that. They have told me so.

Q. Well, there wasn't anything in your relation or your connection with the company that would lead you to believe that any of the company officials would deliberately frame something so as to spoil your record which, up to that time, had apparently been good?

A. I didn't think they would do that for my work, but I did think they would do that for joining or assisting in organizing an outside organization.

Q. Did the officials of this company ever say anything to you that would indicate that they did not want you to join any union or that they were opposed to any men taking any rights that they had to join a union, if they so desired?

A. Yes; when Mr. Crawford told me right out in a conference, "We know what you are doing."

Q. He did know what you were doing, didn't he?
A. I suppose he did.
Q. Don't you think he had a right to make that remark when you were the general committeeman of an organization that you
461 were supposed to represent and were selling them out to an outside organization?
A. That is what made me believe that the reason for having me in there was for the organization.
Q. There was nothing wrong about his saying that he knew what you were doing or what you were about?
A. No; there was nothing wrong about that.
Q. (By Chairman MADDEN.) Did you get the impression from the way he stated it that he was accusing you of something?
A. He was accusing me of organizing the men; yes.
Q. You didn't get the impression that it was just a statement of fact, that he knew what you were doing and didn't care?
A. No; I didn't get that impression at all.
Q. (By Mr. BOWEN.) Well, you were organizing the men?
A. Yes; I was organizing them.
Q. Wasn't it prior to that time that you had this conference with these men when they had been talking about this matter of pulling a strike?
A. Not prior to it.
Q. Not prior to it?
A. Not prior to it.
Q. When was that?
A. That was after my——
Q. Just when was it?
A. As I recall it—I remember coming out of the office the
462 day I was suspended, and I told that to the boys, and, of course, the old teletape among the Greyhound employees, it doesn't take long to get places, and they all knew it before very long. Then, whenever I was discharged, then they knew it very quickly, because there was a bulletin posted on the board as to my discharge.
Q. And that was on the sixteenth?
A. That was on the sixteenth.
Q. That you were suspended, the 16th of May, 1935?
A. No; I wasn't suspended on the sixteenth.
Q. Wasn't the 16th of May the day that Mr. Crawford ordered you to report for duty?
A. That is the day he ordered me to report for duty but it was the seventeenth that he actually suspended me.
Q. It was on the seventeenth, then, that you were suspended?
A. Yes.
Q. And it was not on the seventeenth that this conversation started around about a strike?
A. Yes.
Q. And you say that the so-called teletape in the organization, rumor started it, first?
A. That is right.
Q. (By Chairman MADDEN.) You use "teletape" as a sort of "grapevine"?

A. That is right.

463 Q. Not the official mechanism, the teletape, but a so-called grapevine?

A. Yes.

Q. (By Mr. BOWEN.) So, if this teletape spread the news as to your discharge, it is very likely that it spread the news about the strike?

A. Not necessarily; no. The boys became very close mouthed, then.

Q. You said the conversation did go out, then?

A. The conversation did go out directly to me.

Q. Didn't the teletape carry those remarks?

A. Not unless somebody tells one another.

Q. That is what a "grapevine" is, isn't it?

A. Yes.

Q. Somebody stands around and tells somebody something?

A. Yes; but I have no knowledge of them talking among themselves. They were telling me directly.

Q. They were probably talking among themselves, then?

A. It is likely. They were telling me what others said.

Q. When these rumors begin to spread, superintendents and others, the rest of them, usually get about as much of it as the drivers do?

A. Yes; they always have a few "stool pigeons."

Q. That might explain why there were some police down at this garage?

464 A. There were no police there until I was suspended.

Q. That one day, I understand you refer to?

A. The first time I recall the police was the day that I was suspended and the limited time that I had on the property.

Q. If there was a strike being talked about, it would not surprise that the City sent police down to the place where it might happen, would it?

A. Well, I don't know about that. Perhaps they would have the police there.

Q. You have seen strikes conducted?

A. No, sir.

Q. Where it was necessary to have police?

A. No, sir; I have never actually seen them.

Q. You have never been in a place where men were killed during a strike?

A. No, sir.

Q. Well, you are lucky. Now, when was the earliest time that you came into contact with Mr. Williams or anybody representing the Amalgamated or the American Federation of Labor, for the purpose of interesting you in organizing?

A. Oh, it was possibly six months before we actually started to organize.

Q. Six months before May 1935?

A. Yes.

465 Q. During that time had you begun any considerable amount of activity in attempting to talk among the employees for the purpose of organizing?

A. Not for the purpose of organizing, for the purpose of finding out what the men thought about it.

Q. And during all that time you were in the highest position in the employees' association?

A. I felt that I was working as a representative for the welfare of the employees.

Q. You knew what the rules and regulations were in the agreement between that association and the company, didn't you?

A. Well, in substance.

Chairman MADDEN. To what rules do you have reference?

Mr. BOWEN. The ones that were introduced.

Chairman MADDEN. I know; but was there any rule about outside organizations?

Mr. BOWEN. The only thing, it relates to the manner in which the employer and employees shall carry on their relations for the full benefit of both parties and of the industry.

Chairman MADDEN. Do they expressly exclude or impliedly exclude membership in an outside union?

Mr. BOWEN. I don't think they exclude anything, Mr. Chairman, but it was an agreement which was signed by this man as a representative of an employees' organization, and his employer had provided certain methods of handling the relations between them.

466 There was nothing in it that would prohibit an employee joining a union, but under that this man was a designated representative of these employees under an agreement of that sort and, while he was acting as such and while he was being paid by the company as their representative, he was actually out organizing these employees against what that association stood for.

Chairman MADDEN. I don't know what you mean by that, "as against what the association stood for." I see there is a double relation, a certain inconsistency of position, but his duty to whom was he violating? Was it duty to his employer?

Mr. BOWEN. I think he was violating, if you ask me, his duty to the association that he was representing. The best way I could explain it would be my standing here as an attorney, representing the Greyhound Lines, and at the same time acting for the organization that Mr. Ogden represents. It would be worse than disloyalty, when it comes to a legal proposition.

Mr. BOWEN. As far as he was concerned, to the employees, but so far as the company was concerned and insofar as this agreement with both parties is concerned, it certainly was a breach of faith.

Chairman MADDEN. I don't quite understand that. I see the general double relation there, but I shall want to know what there is in the agreement——

467 Mr. BOWEN. I don't suppose there is anything in that agreement, and I don't contend that there is anything in that agreement to prevent any man from going and joining the Amalgamated, nor for this man to have resigned and have gone and done what he did. All I am placing before this Board is what is the common, ordinary idea of honesty in dealing with men, when they are obligated to one side and are dealing with another.

Chairman MADDEN. What were the sides, anyhow?

Mr. BOWEN. This gentleman representing one organization, which under the rules of the company, at that time—he was a representative of an organization to represent employees for collective bargaining, and at the same time he was attempting to start an organization that would take away from that organization the right to represent it.

Q. (By Mr. BOWEN.) Now, you say, Mr. Davidson, that for a period of six months before May, you had been in contact with officials of the American Federation of Labor relative to the matter of men joining one of their unions?

A. That is right.

Q. Now, you have introduced certain notices among the exhibits here of these elections, that were taken from the employees' association; apparently, they were taken off the bulletin boards as I understand. How does it come that you preserved them all these years?

A. Most of them I got from the company. Others, I recall, were placed in my file, which was in Mr. Bauer's office.

468 Q. It can't be, by any chance, that you had already established your connection with the American Federation of Labor the first time that you were elected as a representative under this employees' plan, can it?

A. No, sir.

Q. Now, this letter, Exhibit No. 73, you recognize what it is?

A. Yes, sir.

Q. Where is the original of that letter?

A. I have it.

Q. How did it come into your possession?

A. By U. S. Mail.

Q. It was mailed to you?

A. Yes.

Q. It isn't addressed to you?

A. No, sir.

Q. Didn't you testify here that you got that from somebody else?

A. No, sir.

Q. Why was it mailed to you?

A. If I recall, at the time that I received that there was some discussion going on in the shop as to trying to impeach their regional committeeman, for the maintenance employees.

Q. Do you know who mailed it to you?

A. No, sir.

Q. Well, it would indicate that the original was taken out of the files of the gentleman that it was mailed to, wouldn't it?

469 A. I don't know where I got that.

Q. And, it was this letter that you said led you to take up with the employees the matter of dissatisfaction? They thought their representatives were not truly representing them, is that your testimony?

A. That letter thoroughly convinced me that the company was never in good faith about the association.

Q. Well, were you selected by the company in the first instance?

A. No, I was elected by the employees.

Q. You were elected by the employees?

A. Yes.

Q. You weren't "hand picked" then, by the company?
A. No; I don't think so.
Q. So that you didn't come within the provisions that were read here by counsel on the other side, as his interpretation, as it might be taken, that these employees were to be selected by the company?
A. I don't understand you.
Q. You don't come within that classification, of an employee who was selected by the company?
A. I don't think so.
Q. By the company to represent whatever their interests might be, as against the employees?
A. I don't think so.
Q. So that, at least as far as we are concerned and as far as
470 your election is concerned, it was an open, above board election of you as a representative of the employees?
A. Oh, I do recall that the man who circulated the petition for this election was also nominated and defeated at the election.
Q. I mean, you weren't picked by the company to act as their representative, were you?
A. I don't think so.
Q. So far as you were, as you yourself said, concerned, you considered yourself as a true representative of the employees?
A. That is right.
Q. Now, these first elections that you spoke of were in the form of the organization of this association, weren't they?
A. I don't understand your question.
Q. These first elections that you spoke of were in the form or at the time of the organization of this association, weren't they?
A. Yes.
Q. And, something had to be done and somebody had to start it, in order to have an organization, isn't that true?
A. I didn't know that to be positive.
Q. Well, you know that for an organization; so far as your Amalgamated Local is concerned, somebody had to start it, didn't there?[1]
A. That is right; but I don't think the company started it.
471 Q. No, but you started it, didn't you?
A. I started the machinery for it, but I actually didn't start Amalgamated.
Q. Didn't you make an application to the American Federation of Labor?
A. That is right.
Q. So that when you were first elected as a representative, it was for the purpose of drawing the by-laws or entering into agreements and so forth for the association, wasn't it?
A. Well, I didn't know at the time I went to Cleveland just what would happen. I didn't know that we should have some rules and by-laws or regulations.
Q. Well, if you had just been elected as a representative, it wouldn't mean anything unless you did adopt some by-laws or a constitution of some sort?
A. That is exactly what happened, it didn't amount to anything in some regions that I know of.

[1] So in original.

Q. But, you, of course, were more efficient?
A. I tried to be, yes.
Q. You tried to be, yes, maybe for the purpose of forming this organization?
A. Not for the purpose of forming the organization, for the purpose of getting the machinery for the organization to function properly.
Q. Well, the organization was not formed until this understanding was signed and the by-laws adopted, was it?
472 A. I don't know. I was called there as the regional chairman before there was any by-laws.
Q. Yes, and what you did when you got there was to form the organization by adopting the by-laws and the agreement, was it not?
A. No, but we didn't have set up the machinery for an organization to function.
Q. Well, apparently, we don't seem to be able to understand each other.
Q. (By Chairman MADDEN.) Let us put it this way: When you went there, there weren't any by-laws?
A. No, there weren't.
Q. There were some by-laws presented to you?
A. Yes.
Q. And, they were amended and so forth?
A. Yes.
Q. And, then they were approved?
A. Yes, sir.
Q. So, when you got through with that you did have by-laws?
A. That is right.
Q. (By Mr. BOWEN.) Now, Board's Exhibit No. 66, which is the memorandum of understanding, and Board's Exhibit No. 67, being the by-laws of the employees' association, and Exhibit No. 69, being the regulations for the government of regional clerical em-
473 ployees, and Board's Exhibit No. 70, being the regulations for the government of regional employees in the maintenance department, those were the things that you adopted when you held your first meeting, weren't they?
A. No; the second meeting.
Q. The second meeting?
A. That is right.
Q. But they were adopted after you had been elected as the representative of the employees?
A. That is right.
Q. Now, all of the elections that were held during the time that you were connected with the company were fairly conducted, weren't they, as to giving the employees an opportunity to vote?
A. The only election that I can speak about is the election in 1934.
Q. You then were re-elected at that election?
A. That is right.
Q. Wasn't that election held in a regular manner, giving the employees an opportunity to vote?
A. It was held as fair as we knew how to hold it. Of course, all the arrangements were made in conjunction with the officials of the company.
Q. And it was supervised by the employees, wasn't it?

A. That is right, the actual supervision of the election; yes.
Q. And so far as you know, the election was honest?
A. Yes; we tried every way to make it that way.
474 Q. And you were interested in it?
A. That is right.
Q. And so far as you know, those elections were honest?
A. The only one that I can speak about is the 1934 election.
Q. Well, you did participate in the 1933 election?
A. Yes; I voted.
Q. Weren't you on the nominating petition, your name appearing as being nominated?
A. Yes; my name appeared.
Q. And all of that was held in the regular way?
A. Not in the regular way.
Q. How many days are these elections held open to give the employees an opportunity to vote?
A. The election is to be started on the third Monday in August, for a period of seven days.
Q. For a period of seven days?
A. That is right, for the nominations.
Q. Then, after the nominations are made, and they go to the election, how many days are the ballot boxes open?
A. In Pittsburgh, they were open for three days.
Q. And there is also provision made for absentees to vote by mail?
A. There are men who may be in the outlying districts who can vote by proxy.
Q. Well, they vote by mail, don't they?
475 A. Well they send the mail in by company mail.
Q. Just tell us how that ballot is made up that comes in by mail?
A. The ballot is the regular form of ballot and, of course, there are two envelopes. The ballot is put in there, as they choose. It is marked and put in the envelope and then this envelope is placed in another envelope, and the outer envelope, of course, is opened by the tellers and, of course, they check that name off, so that there is no duplication of votes, and then the tellers open this inside envelope—the tellers, at the final telling or counting open this inside envelope and get the ballots out.
Q. Well, now this ballot from the man who is going to mail it in, it is first placed in an envelope that doesn't bear his name?
A. That is right.
Q. That is merely a regular ballot envelope?
A. That is right.
Q. It has no identification on it?
A. That is right.
Q. Then, that is placed inside of a regular envelope?
A. That is right.
Q. Which is addressed to the place where this election is being held?
A. That is right.
476 Q. And, upon the outside envelope appears the name of the man voting?
A. That is right.

Q. Now, there is a list which is turned over to the tellers?
A. That is right.
Q. And the tellers check off the name of the man?
A. Yes.
Q. Whose name appears on the outside envelope?
A. That is right.
Q. And they then take out the inside envelope, which contains the ballot?
A. Yes.
Q. And drop it into the ballot box?
A. That is right.
Q. So that when it comes to counting, it is counted just the same as any other ballot?
A. That is right.
Q. Without any indication on the inside envelope as to who it comes from?
A. No.
Chairman MADDEN. Mr. Bowen, may we recess now?
Mr. BOWEN. Yes.
Chairman MADDEN. We will recess until two o'clock.
(Whereupon, at twelve-fifty o'clock P. M., a recess was taken until two o'clock P. M. of the same day.)

477 AFTERNOON SESSION, 2:00 O'CLOCK P. M.

Hearing resumed pursuant to recess.
Present: Same as before.
R. J. DAVIDSON, previously sworn, resumed the stand and testified as follows:

Further cross-examination:

Q. (By Mr. BOWEN.) Mr. Davidson, you have testified that you were a star driver?
A. Yes, sir.
Q. Will you explain to the Board just what a star driver is?
A. A star driver, as I interpret it, is a man who has been an employee—there is a new regulation on it. He is an employee who has had a perfect record, so to speak, for a period of three years, that includes no bonus revocations of a serious nature and no serious accidents or chargeable accidents.
Q. And the star driver receives a little additional compensation, doesn't he?
A. The star driver receives a quarter of a cent per mile additional.
Q. About how much does that amount to in a year?
A. That amounts to about fourteen or fifteen dollars a month.
Q. And that is in addition to this so-called bonus that they pay for safe driving?
478 A. Yes; that is right.
Q. On the regular driving schedule?
A. Yes; that is right.
Q. Now, there has been some dissatisfaction at one time about the selection of these star drivers, hadn't there?

A. Yes. We felt that more or less the company was partial to some employees. In fact, there were no employees that were star drivers in Philadelphia at that time.

Q. And you took that up, as a representative, with the officials of the company and they finally changed the method of selection, didn't they?

A. Yes; I did.

Q. So that it was finally passed up to Mr. Sundstrom, the head of the organization, instead of leaving it within the reach of the manager, which was what you objected to?

A. Yes; I recall taking it up with Mr. Crawford first and he proposed a five year's period, and I preferred a three year period, and it was referred from the regional office to the president, instead of the regional and joint committee.

Q. How long have you belonged to the American Federation of Labor?

A. I have belonged to the American Federation of Labor since May 7th, 1935.

Q. Didn't you ever belong to the American Federation before that time?

479 A. Yes; I belonged to Division 85, possibly ten years ago, and the Amalgamated.

Q. You never belonged to the Machinist's Union?

A. No, sir.

Q. (By Chairman MADDEN.) What were you doing? What was your work?

A. I was driving a bus for the street car company which was a subsidiary of the Pittsburgh Railways Company.

Q. (By Mr. BOWEN.) How long have you belonged to the Amalgamated, during the period you were employed by the Street Railways Company?

A. As I recall, possibly two months, and then I made a withdrawal, when I left the company.

Q. When you left the Street Railways you got a withdrawal?

A. That is right, from the Union.

Q. Was that when you went to work for the Greyhound?

A. No, sir.

Q. How long after that was it when you went to work for the Greyhound?

A. Oh, it was possibly two years.

Q. Was it because of your belonging to the Amalgamated during the time you were working for the Street Railways, was that how you came to become acquainted with the officers?

A. No; I never knew the officials of the Amalgamated, nor did I ever attend a meeting while I belonged.

480 Q. You said that you contacted somebody in the Machinist's Union along in 1934. About what time in 1934 was that?

A. I didn't say that I contacted them.

Q. Did somebody contact them at your request?

A. Not at my request. They went of their own free will and then reported back to me.

Q. That was some of the men?

A. Some of the mechanics.

Q. Why would they report back to you?

A. Well, they thought that I knew about it, I suppose. I don't know why they reported back to me.

Q. About how early in 1934 was that?

A. As I recall it, it was shortly after the regional committeeman for the maintenance employees was elected and took office.

Q. About what year?

A. That was in 1934.

Q. And they were elected about August some time?

A. They were elected and went into office September 1st, 1934.

Q. Now, this election that you said was held to fill the vacancy created by your severance from the payroll of the Greyhound Lines, you weren't there at the time of this election?

A. No; I was outside.

Q. So, you personally don't know anything about that election being conducted?

526 A. Just from what the men tell me.

Q. Just from what the men told you?

A. Yes.

Q. So far as you know, that election was held according to the same plan, the men voting as they had voted at prior elections?

A. I don't know that.

Q. You don't know what the plan was that they used?

A. I don't know what the plan was that they used.

Q. You know how the elections had been conducted in 1934?

A. Yes.

Q. Well, so far as your own knowledge goes, the special election might have been held in accordance with the same rules and regulations?

A. It could have been.

Q. And was, so far as you know, it was?

A. I don't know.

Q. (By Mr. SMITH). May I interrupt here for just a minute? What was the date of this new election?

A. New election?

Q. The special election that counsel referred to.

A. I don't recall the exact date. I know it was before my hearing of protest.

Q. And after your suspension?

A. And after my suspension.

527 Q. Do not the by-laws of the employees' association provide that, after an employee is dismissed and has made an appeal against his dismissal, he is still an employee for all purposes of the operation of the plan?

A. He still retains his membership as a member of the association, until it is finally decided that he is discharged, through the different channels.

Q. Is it provided in the by-laws of the association that he shall lose his status during said period of suspension?

A. No; it isn't. Any member of the association is a member and I was a member but I was a representative, also.

Q. Well, on what grounds was this special election held during this period before you had been formally dismissed and at least while the appeal was pending?

A. I don't know that there were any grounds excepting that they were just shoving something down the men's throats.

Q. (By Mr. BOWEN.) You would not expect to sit upon a Board that would pass upon your own case by any principles that you know of about arbitration?

A. Well, I am telling you just what you asked for.

Q. Well, you wouldn't expect to sit upon a Board which passes upon the disciplining of yourself?

A. Well, I think I should have a right to defend myself.

Q. There is no doubt about that but you would not expect to act as judge and juror when you are being tried?

483 A. I don't know that I would like to pass judgment, no; but the committee already formed should.

Q. (By Chairman MADDEN.) Do the by-laws provide anything about the recall of elected representatives, as to ousting them during their terms of office?

A. No; they don't. From what I could see, I was out, as far as the company was concerned, because they acknowledged this election before my case had been heard finally by the committee.

Q. That isn't my question. Is there anything in the rules of the employees' representation plan which gives the employees a chance to get rid of a representative before his elected term runs out?

A. Well, I don't recall but I do recall this one instance that I have already spoken of, where the maintenance employees made an attempt to impeach one of the committeemen and, of course, I actually heard this man, as a committeeman, present his resignation to the company and he was encouraged to fill the un-expired time.

Q. Well, there may be a provision for filling vacancies but is there a provision for creating vacancies by ousting the present representatives?

A. I don't know, for sure.

Chairman MADDEN. I wish we might have this cleared up.

Mr. WATTS. There is nothing in there.

484 Q. (By Mr. SMITH.) May I ask just one further question along that same line: Was there any movement that you know of, by the employees who you represented, to oust you as a representative during the period when you were under suspension?

A. Only through this petition, and that was done by several drivers and men that I understand were not even employed by the company.

Q. With reference to your question, Mr. Bowen, as to an officer or a representative sitting on the trial of his own case, is there anything in the rules which prevents—or provides as to how the court, the reviewing court shall be made up when a representative himself is on trial?

A. No.

Q. There is no provision for a suspension?

A. No. I was led to believe that I was elected for a term of one year, starting September 1st and ending the latter part of August.

Q. (By Mr. BOWEN.) Why do you feel that you should have stayed on that Board or, even, represented these men when you had an adverse interest and you were interested personally in the outcome?

A. Well, of course, I would be interested in the outcome.

Q. Do you think that where you are personally interested in the outcome that that is a proper tribunal for a person being
485 tried to sit on?

A. I don't understand your question.

Q. It is the old question that if you are being tried for something, is it fair to the public for you to be both judge and jury?

A. I haven't acted as judge and I don't expect to act as judge.

Q. You would have if you had sat on this Board.

A. I would have argued the point with the company.

Q. Also, if you sat on the Board you would have been entitled to vote on your own case?

A. As I recall, there was never much voting by this committee.

Q. Isn't that the very purpose of the law that we are acting under, to keep away from anyone having an interest in one of these organizations who may be interested in the outcome of any of the cases?

A. As I recall, all of these meetings, Mr. Crawford presided over the meeting and made the decision for the company, not the committee.

Q. Well, you, of course, were first dismissed by an official of the company?

A. That is right.

Q. That is, you were notified of the dismissal?

A. Yes, sir; that is right.

Q. And that is what is occurring throughout the United
486 States hundreds of times a day?

A. I presume so.

Q. You have been employed enough about industry, so that you know that when a man is discharged, he is called into the business office of the boss and told that he is fired?

A. Yes; that is right, you are generally called in.

Q. And there isn't anything so unfair about that?

A. I don't believe so.

Q. (By Chairman MADDEN.) During the period of your suspension and prior to your hearing, you could have, under the by-laws of the association, continued to serve as a representative of the employees?

A. Yes; under the by-laws.

Q. For the purpose of taking up grievances or whatever may have come along?

A. That is right.

Q. You spoke of other hearings in the interest of other employees, which were held here on one of the representatives and you said that Mr. Crawford made the decision, that the committee did not make the decision. What did you mean by that?

A. Well, he would merely tell the committee for the employees the way the company felt about it and then we would take any further steps that we might feel necessary.

Q. How many hearings did you have while you were a committeeman?

487 A. You mean, with the company?

Q. Arising in cases of complaints by employees?

A. We have had several make complaint.

Q. What do you mean by several?

A. Well, I don't know the exact number of cases that were held, but I had the procedures that were taken in those cases.

Q. And you participated in those?

A. I did.

Q. Did you intend to say that in all of them Mr. Crawford spoke first on the decisions and that what he said was acquiesced in?

A. That is right. That was the company's decision.

Q. (By Mr. SMITH.) Is this the joint reviewing committee?

A. No; this is the regional committee.

Q. That was composed how?

A. That was composed of the three employee committeemen and three representatives from the company.

Q. Did any discharges come before the committee, appeals from discharges?

A. Yes.

Q. And what action was taken on them?

A. I don't recall. I know of one decision that was given against us by Mr. Crawford, after a discharge.

Q. (By Mr. Chairman MADDEN.) You mean, against the men?

A. Against the men; yes.

488 Q. Did you, as representative, present the case of the man?

A. I represented the man at the hearing.

Q. And argued for him?

A. I argued for him.

Q. How did you vote?

A. Beg pardon?

Q. How did you vote?

A. I didn't vote. It just came down to the place, at the point of argument, the company would say, "Well, we feel that we are right in this case and if you want to go any farther, why, you know the steps to take.

Q. Did you ever go any farther?

A. Yes; I have. I have appealed cases through the general reviewing committee and through the department head specified in the documents.

Q. And, would that take you to Cleveland?

A. That would take the case to Cleveland.

Q. Did you ever get a reversal?

A. Yes; I have gotten a reversal from the company.

Q. What happened in that higher court in Cleveland?

A. I recall in one case, when I referred the case to Cleveland, and the first step would be to the department head, which happened to be Marcus Dow, for the drivers, and he reversed the decision of the regional manager in favor of the employee.

Q. Well now, in that hearing, the first step would be to take

489 it to the department head in Cleveland. Then, if you didn't like his decision, would employee representatives be involved in that?

A. Yes; then the general chairman of the general chairman of the employees—understand, the only committee in Cleveland would be the general committee. Then, the general chairman of the committee would then, through the general submission by both the company and the employees' representative, further appeal to the joint reviewing committee.

Q. Was there ever such an appeal?
A. Yes; there was.
Q. Did you take part in it?
A. Yes.
Q. How did it come out?
A. That came out as a tie vote from both sides.
Q. And, the decision prevailed?
A. No; the decision, as I recall, in a tie vote there is a subcommittee of the committee appointed then to go further then into the negotiating of a settlement which, in this particular case that I am thinking of, did reverse the decision and give it favor of the employee.
Q. (By Mr. BOWEN.) What you speak of there is that it goes into arbitration, isn't it?
A. In arbitration, we have never had anything before the arbitration board, for the simple reason they was led to believe
490 that there was an arbitration board but by careful study of the regulations I found that they specifically stated that the decision reached in the joint reviewing committee would be final and binding. Therefore, I never took a case to the arbitration board, because I felt that the arbitration board would be composed of one representative from the company, which could have been legal counsel, it could have been anyone, and one representative from the joint committee, which would probably be a bus driver or a maintenance man or a clerk, so you can see how much chance we would have on an arbitration board.
Q. Do you mean to say there was no third member?
A. Then, those two would select a third member.
Q. Why wouldn't you have as much chance that way?
A. Well, to be frank, I imagine there would be some legal counsel there on any vital point that should go to arbitration and I don't see where the bus driver or mechanic or clerk would have much chance in arguing down a lawyer and also he would have plenty of tricks for deciding the third arbitrator.
Q. (By Mr. BOWEN.) Isn't that arbitration committee provided for by the rules, one member appointed by the management and the other one by the man who has the complaint, and the two of them then select a third?
A. Yes; but it is tricky. It says that the company shall select a representative.
Q. You never have had any of those meetings and never
491 had a company lawyer sitting in, did you?
A. No; I never did but I suppose we would had we ever gone to arbitration.
Q. There is no reason for you to think that there would be?
A. I don't know what would happen on arbitration but I do know that we dropped cases on that point.
Q. (By Chairman MADDEN.) You over-estimate the skill of lawyers.
A. Well, generally, they know their game and the bus drivers know their own.
Q. (By Mr. BOWEN.) This meeting that you said you had at Cleveland, at which you were humiliated by Mr. Sundstrom, wasn't

the occasion for that that you had been travelling around in the regions for which you were not the representative?

A. No, sir.

Q. And, that the members in those regions wanted to know what Davidson was doing over in their territory?

A. That isn't true.

Q. Isn't that the matter that was brought up by Mr. Sundstrom?

A. No, sir, that is not true.

Q. Well, what was it?

A. I was simply going around to the division points and to the original offices, and staying within our own company.

Q. Outside of the company which you represented?

A. No, sir, I stayed inside the territory.

Q. Didn't you go to Philadelphia?

492 A. Yes.

Q. That was outside your territory?

A. I was general chairman.

Q. But the general chairman is that the man who stays outside of the meeting——

A. The President of the United States goes all over the country.

Q. He is a general chairman who is selected to preside over the transactions of the different regions?

A. I have never had that interpretation.

Q. He hasn't any roving commission to go into the territory of these other chairmen; he is only chairman himself in the region, isn't he?

A. He has his contacts as general chairman over the entire committee.

Q. For the purpose of carrying on the determination of the plan?

A. That is right.

Chairman MADDEN. Is the term ambiguous in there?

Mr. BOWEN. I don't say it is. I am just giving my idea of what a general chairman is. I don't know whether there is anything in that plan which gives him a roving commission or not but that was the subject of this controversy, that the regional chairman from Pittsburgh was going over into the territory of the man in Philadelphia, and he made a complaint about it.

493 Chairman MADDEN. The plan might say something different or be ambiguous to give substance to the argument?

A. There wasn't anything in there that said to the contrary.

Q. But that was the subject of the argument.

A. That is right.

Q. And when the matter was taken up, Mr. Sundstrom intimated that he felt the chairmen ought to stay in their own region?

Q. (By Mr. CARMODY.) Who was administering the plan for the employees?

A. I was.

Q. Mr. Bowen has just said that Mr. Sundstrom thought you should stay in your own region?

A. That is right.

Q. How did you find out what your job was?

A. I took the same position that they are taking now, there wasn't anything in there which said that I shouldn't.

Q. Whose by-laws were these?

A. They were supposed to have been the employees' by-laws, except by the company.

Q. What was the function of the general chairman?

A. Well, the general chairman always presided over the general committee while in session and, of course, in order to make any organization function, there are vital points at each different point that we have to agree on before we can take it before the joint reviewing committee or the President of the company, in order to know whether we are right or whether we are wrong. There was no individual who ever took any cases before it without first taking it up with the general committee.

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Q. (By Mr. BOWEN.) Well, these meetings of the chairmen with the management, to which Mr. Sundstrom belonged, were for the very purpose of ironing out some of these difficulties and complaints which you employees had, weren't they?

A. They would always bring their complaints to the general committee.

Q. And, if there was a complaint which had been lodged by one of these general chairmen against some regional chairman coming into his territory, the proper place to discuss it was at one of the meetings?

A. I wouldn't say that that was the proper place for Mr. Sundstrom to reprimand me, before the officers of the company and before the officers of the committee.

Q. Supposing that Mr. Sundstrom hadn't offended you, wasn't that the proper place to discuss the subject, a subject of that kind?

A. No; I wouldn't say so.

Q. When you were both there?

A. No; I wouldn't say it was.

Q. What were you going to do, settle it between yourselves?

A. Why, sure.

Q. It was better to do it——

A. He could have called me into the other office, couldn't he?

495

Q. It had to do with the operation of this general plan?

A. He could have called us into his office.

Q. There were a great many things in the early days that had to be ironed out, weren't there?

A. Yes, there were different interpretations.

Q. There wasn't anybody who seemed to know a great deal about how the plan was going to work?

A. Only the company.

Q. Well, Mr. Sundstrom didn't, did he?

A. He was pretty well fortified at all times.

Q. He had probably given it a great deal of study?

A. Yes.

Q. Didn't you?

A. Yes, I did but I had no legal advisors or counsel to help me.

Q. The plan was a simple plan and you could read the By-laws?

A. I could read them, yes.

Q. Then, when you had these conferences, you would propose amendments and Mr. Sundstrom proposed amendments, and both sides agreed to them and signed them, didn't they?

A. That is right.

Q. At the time that you were in Cleveland, to which you referred, when one of the members of the committee said "It looks bad for you, you are on your way out", and you explained the Amalgamated to them, who were there at the time?

496 A. I think I named those men before. Gerald Best, Cochrane, and Cook.

Q. That refreshes my mind. You referred to them.

A. That is right.

Q. Now, before the time that you ceased to be the chairman of this division for the employees' association of the Greyhound Lines, were you being paid by the American Federation of Labor for organizing this union?

A. No, sir.

Q. Did you have any understanding with them that you were going to be paid?

A. Did I receive any commission on the membership?

Q. It is only since you have severed your connection with the Greyhound that you have been on the payroll of the A. F. of L.?

A. That is right.

Q. Do you know what the term "boring from within" means in union circles?

A. No, I don't.

Q. Do you know that that is applied to anyone who gets themselves into an organization and then attempts to wreck it, and that may be applied to Communists?

A. I don't think I saw any Communists.

Q. You never heard of the term "boring from within"?

A. No, I haven't.

Q. And, you went around with A. F. of L. circulars there

497 and circulated them?

A. I didn't.

Q. You don't know, then, that they have those, not only members but whole locals of that kind of people?

A. Perhaps they have; I don't know.

Q. Now, this affair that occurred in the restaurant down, just before you were released, in which men were drinking and were discharged, there were men discharged for that affair?

A. Yes; there was.

Q. And, there was a driver down there, in that same trouble, who was in uniform?

A. Yes. I didn't see it, but I heard that there was.

Q. According to the rules and regulations of the company, that is an offense against such rules and regulations?

A. Yes; I am pretty sure there is.

Q. You do know, do you not, Mr. Davidson, that there are very strict rules against a man driving a bus, who has been drinking?

A. Yes; I wouldn't want to drive with one.

Q. And, there are laws in practically every state against that?

A. That is right.

Q. You know something about the regulatory laws in different states, covering the running of buses on the highways?

A. Yes.

Q. You do have a great many laws——
A. Yes.
498 Q. Relative to the conduct of a driver?
A. Yes.
Q. Requiring him to be licensed?
A. Yes.
Q. And, also as to the inspection of his vehicle?
A. Yes.
Q. And, these vehicles are marked by the public authorities? Aren't they inspected here in Pennsylvania and required to carry a sticker on the windshield?
A. Yes.
Q. Isn't that a safety sticker?
A. Yes.
Q. A certificate?
A. Yes.
Q. It is under the state law that that is done?
A. Yes.
Q. And, that also prevails in New York?
A. I don't know.
Q. You don't know about New York?
A. No.
Q. Don't you know that it also prevails in Ohio?
A. I don't know.
Q. Have you ever driven a bus in Ohio?
A. No, sir.
Q. Was this man Cochrane, the man that you say you were
499 waiting for?
A. No.
Q. He was one of the men involved in this brawl?
A. No, sir.
Q. Wasn't he one of the men involved in this brawl?
A. That is what they told me.
Q. Do you recall talking to him between now and the time that you filed the complaint?
A. Yes—I don't remember whether I saw him or not.
Q. He was one of the ones involved in this brawl?
A. That is what the company told me.
Q. Do you know that the officials of the company are held responsible for the condition of the equipment on the highways?
A. Yes.
Q. Do you know that officials of bus companies have been indicted for accidents?
A. Yes, arrested.
Q. In most cases it has been the driver?
A. The driver also, yes, it must be.
Q. Don't you know that there was an officer of this company who was indicted in Ohio for manslaughter?
A. I don't know it to be a fact.
Q. Accidents can occur when the bus is in charge of the driver which might be attributable to mechanical defects?

A. It could be and, of course, that depends a good deal on
500 the driver, too, in preventing road failures.

Q. And, then an argument goes on between the bus driver and the mechanic as to who was responsible for the accident?

A. I don't recall of an argument between a bus driver and a mechanic, because the driver, in most cases, was charged with the accident.

Q. Didn't you ever hear that when a driver is charged with an accident, he tries to prove that it wasn't his fault but that it was due to a maintenance defect?

A. I don't recall ever seeing any recorded report where it was tried to be put on someone else.

Q. Haven't you heard that all drivers have said that?

A. I heard a driver say that experimental parts have contributed to or led to the accident.

Q. Well, in your experience, if you took out a bus and the brakes wouldn't hold up and thereby you had an accident——

A. Yes, I recall that very well.

Q. I say, if such a thing should occur?

A. That has occurred.

Q. Do you think it is the driver who ought to be held responsible for that?

A. That is exactly what happened to me and that is the reason I am not holding the five-year certificate. Had no accident happened, I should have had it, the sixth year, August 11th this year.

501 Q. Did you protest because they did that?

A. We had no form of protest then.

Q. Did you go and complain about it?

A. Yes; I did and I got the promise from the officials that ordered me out with that bus that they would clear me up, but they didn't.

Q. You think that in that instance you were unjustly accused or held for this accident?

A. I never made any complaint.

Q. Did you think that you were unjustly accused or held for that accident because the brakes had failed?

A. I thought it was perfect. It was inspected by the superintendent of the garage at that time and also the shop foreman.

Q. Did you think that you were responsible for the accident?

A. No, I didn't think that I was responsible for that accident.

Q. So that, if there was some responsibility, it was elsewhere?

A. Yes.

Q. If there is a mechanical defect, it is no fault of the bus driver?

A. In some instances he can prevent accidents by getting out and adjusting his own brakes or something like that.

Q. But, you can recall that regardless of the cause of the accident the company is held responsible for it?

A. Yes; I know that the company is held.

Q. And, you know that the company pays the claims and
502 certain sums of money on these accidents?

A. I don't know what they have to pay but I have heard that they have to.

Q. And, it is the responsibility of the company to pay those claims?

A. That is right.

Q. And, the states all have machinery for the purpose of seeing that they are paid?

A. I presume they do.

Q. I think you testified, in answer to a question by one of the members of the Board, that you didn't carry this case of yours beyond the first stages, the hearing before the general chairman of the regions?

A. I received a notice of my discharge, which was final, signed by Mr. Crawford.

Q. Is there a dispute now between the union to which you belong and the mechanics' union, as to jurisdiction over those employees?

A. I don't know of any.

Q. Didn't you have conversations with the head of the mechanics' union with regard to that subject?

A. No, sir. I have talked to him but not in regard to jurisdiction.

Q. What is his name?

A. I don't recall his name now.

503 Q. The only officer, then, of your union is yourself as President?

A. And, the elected board member, in the Pittsburgh region.

Q. I thought you said there was just one member elected?

A. I was elected and one board member was elected.

Q. One board member?

A. That is right.

Q. And, the other board member?

A. Was appointed.

Q. By whom?

A. By one of the International vice presidents.

Q. And, have you held any regular meetings since this organization was perfected?

A. Yes, we have.

Q. How many did you hold in July?

A. Two.

Q. That was on the 10th and 11th of July?

A. That is right, July.

Q. And, those were the July organization meetings?

A. That is right.

Q. As the other men have testified?

A. Yes.

Q. What is the status of these men that have made application to the union now?

A. I don't understand your question.

504 Q. As I understand the testimony of some of these men, they have made an application to the union and paid the two dollars application fee?

A. That is right.

Q. Does that constitute a full membership in the union?

A. I got that decision from the executive board of the International organization, as to their membership.

Q. So that, as far as you know, that constitutes these men as full members?

A. It does constitute them as members.

Q. But, none of them pay dues to the organization?

A. No.

Q. Do they hold membership cards?

A. Yes, they do.

Q. Is that a full membership card or one of these application membership cards?

A. No, that is a full membership card.

Q. What other officers do you have to have elected to the union before you have a full complement of officers?

A. There will be a vice president, a recording secretary, a financial secretary and various board members.

Q. As President, are you paid by this union for this work that you referred to?

A. I am.

Q. Is that the way in which you meant that you were paid
505 by the union as a regular organizer?

A. That is right. I was a special organizer.

Q. You were a special organizer and in that way you were paid as you have said?

A. That is right.

Q. Now, as I understood, at the time you went out to get those numbers of the coaches, you were employed by the National Labor Relations Board?

A. I was never employed by the National Labor Relations Board.

Q. By the attorneys?

A. The attorneys asked if I would go out and get them for them.

Q. And, you went out and got them?

A. I did, with some help.

Q. So, you weren't employed by them?

A. No.

Q. You just obtained that information?

A. Yes.

Q. You knew at that time that all that information could be obtained from our records?

A. I don't know how I could get it.

Q. Anybody that would official ask for it would have gotten it.

A. I don't know how they could even get into their property with police protection and no trespassing signs.

Q. You knew that we had the information?

A. I knew the state had it, too.

506 Q. And, you knew that it can be obtained from the state?

A. That is right.

Q. Now, you are on the payroll of this local union as an organizer?

A. That is right.

Mr. BOWEN. That is all.

Mr. WATTS. That is all.

Q. (By Mr. SMITH.) I would like to ask one or two questions. Without going into too much detail, Mr. Davidson, I wish you would tell me the type of things that you, as representative of the employees, under this plan, took up with the committeemen?

A. I recall of one time when we had a petition of the bus drivers asking for a pay increase and an equalization rate between the company and the employees. I recall taking that up with the company and going to the department head, who refused to accede to joint submission to the joint reviewing committee and wouldn't hear the complaint.

Q. Now, let me get the picture. This was a petition for an increase in the rate of pay of the bus drivers?

A. And, also, an equalization. There is a variation between the men working east of Pittsburgh and the men working west of Pittsburgh.

Q. Well, now, did I understand that under the terms of the plan the department head could prevent the carrying of this re-
507 quest for additional pay above himself?

A. He did, as chairman of the joint reviewing committee at that time.

Q. And, under the plan, you had no recourse, you couldn't have carried it any farther?

A. No, I couldn't. He told me that was the end of it. He also told me that within a very short time there would be a pay increase, which he thought would satisfy our claim, which there wasn't.

Q. Did you inform him that that didn't satisfy your claim?

A. No, I didn't.

Q. But, he intimated to you that he was unwilling to have this matter go before the joint committee?

A. That is right.

Q. There have been several references to a notice posted on the bulletin board, outlining the rights of the employees as to the joining of the organization. Did you see that notice?

A. Yes. I had a copy of the N. R. A. Code myself.

Q. Well, was the notice posted a copy of the Code, is that what the notice was?

A. Yes, I am pretty sure it was posted on the board. I recall having one myself or seeing that on there, I am not sure.

Q. Containing Section 7-A?

A. Yes.

Q. You are familiar with what Section 7-A contained, are you not?

508 A. Yes.

Q. One of the provisions of Section 7-A was one providing for the employees to be free to organize for collective bargaining and for other purposes?

A. That was the interpretation that I took and that was what I was using as a defense in organizing.

Q. You were convinced at the time you interested yourself in the Amalgamated that for purposes of collective bargaining and for other purposes you could get more for the employees than you could through the company organization?

A. Yes, I thought I could.

Q. Was there anything in the by-laws of the association which said you shouldn't join any other labor organization?

A. No, there wasn't anything that I recall.

Mr. SMITH. That is all.

Q. (By Mr. BOWEN.) Do you understand the meaning of the word that is used in A. F. of L., union circles, called "rat"?
A. No. I can interpret it, though, with "Greyhound."
Mr. BOWEN. That is all.

WALTER HENRY, called as a witness, being duly sworn, testified as follows:

Direct examination:

Q. (By Mr. WATTS.) What is your name?
A. Walter Henry.
Q. Where do you live, Mr. Henry?
509 A. 322 Elsdon Street, North Side, Pittsburgh.
Q. What is your occupation?
A. Mechanic.
Q. For whom do you work?
A. Pennsylvania Greyhound Lines.
Q. You are here from Gettysburg, under subpoena by this Board, are you not?
A. Yes.
Q. When did you start to work for the Greyhound Lines as a mechanic?
A. The latter part of June 1930.
Q. Have you worked for them since then?
A. Up until the present time and I am still working.
Q. How long have you been at Gettysburg?
A. I have been down at Gettysburg since the 8th of September, I believe—the 8th of October, to the 23rd—the 21st of October.
Q. Now then, before you went to Gettysburg, where were you working?
A. Columbus, Ohio.
Q. How long had you been assigned to Columbus, Ohio?
A. From the 25th of July until the 1st of October.
Q. Now, both of those assignments are away from your regular station here at Pittsburgh?
A. Yes, sir.
510 Q. Now, in 1933, 1934, and 1935, have you participated in any way in the employees' association of the Pennsylvania Greyhound Lines?
A. Well, I voted.
Q. Yes. Was there a time when you were elected to office?
A. Yes.
Q. When was that?
A. That was in 1934.
Q. What office did you hold?
A. Shop representative.
Q. At what point?
A. Pittsburgh.
Q. For the Pittsburgh region?
A. Yes.
Q. Were you one of the men on the committee of three, with Mr. Davidson?
A. Yes, sir.

Q. You have heard Mr. Davidson testify here as to the regular practice of the respondent companies in paying members of the employees' committee for time taken away from their work while doing committee business?

A. Yes.

Q. And also paying them for their transportation and other expenses while on committee business?

A. That is right.

511 Q. I ask you whether or not that practice has continued throughout your entire term as a committeeman?

A. Yes; it has.

Q. When did your term expire, by the way?

A. August last, this year.

Q. The 30th of August this year?

A. Yes.

Q. Now, did you, in fact, incur expenses in connection with the travelling in July and August of this year on committee business of the employees' association?

A. Yes.

Q. In what month was that?

A. In July, I believe.

Q. Can you tell us when?

A. About the latter part. I don't know the exact date.

Q. And, what was the occasion for that expense?

A. Well, I think it had something to do with the nominations of the new committeeman for the drivers, appointed in Mr. Davidson's place.

Q. Well, did you have to travel for that purpose?

A. Yes, sir.

Q. Now, would you also go about from one point to another for any routine business of the committee? Did you have any other occasions to travel that you remember offhand?

A. No other than going over to the monthly regional meet-

512 ings at 1010 Liberty Avenue, held on the 10th or 13th of every month.

Q. Did you attend such a meeting on the 10th or 13th of August this year?

A. Yes.

Q. Just before you got out of office?

A. Yes.

Q. Where did you come from for that meeting?

A. Columbus, Ohio.

Q. Your expenses were paid?

A. Yes.

Q. Were you paid for your time away from work?

A. Travelling time from there and back.

Q. In other words, you didn't lose any money by reason of attending the meeting?

A. No, sir.

Q. You have heard Mr. Davidson describe here how the elections in the employees' association were carried on. Without going into it in detail, the making of the nominations and the posting of

eligibility lists and the appointment of tellers and the announcing of the elections, you have heard that described?

A. I have.

Q. Was that same procedure followed in the elections in August of this year?

513 A. I believe it was.

Q. And, participated in by you as an employee?

A. Yes.

Q. That was your right as an employee of the Greyhound Lines?

A. Correct.

Q. Now then, in October of 1934, did you receive instructions from Mr. Davidson, as general chairman of the employees' association, to obtain certain information about mechanical employees?

A. Yes; I did.

Q. Now, by the way, you were the mechanical representative on the committee?

A. That is right.

Q. And, in substance, what did he ask you to find out?

A. Well, he asked me to get information regarding the wage rates and other data regarding each individual man in the shop.

Q. For what purpose?

A. Well, so that he could take it up in the joint reviewing committee, I believe, at Cleveland, Ohio, and they would have all this data necessary for the purposes of reclassification of the men in the mechanical department.

Q. And, did you, in accordance with this request, did you get such information?

A. Well, not until December, about the 15th.

Q. How did you go about trying to get the information?

514 A. Well, I was working at night at the time and I appointed a couple of fellows in the daytime to take care of the day trick and distribute cards to each mechanic and each employee in the shop. I guess they distributed some of them around. As a matter of fact, they distributed quite a few of them around, and somebody there must have said something about it. Anyhow, they were reported and called into the office about it and told that they would have to quit it.

Q. Were you called in?

A. No; but I went in the following morning, though.

Q. Whom did you see?

A. I saw Mr. Nyland.

Q. What did Mr. Nyland have to say about this activity on your part?

A. Well, he wanted to know what it was all about. I knew he didn't approve of it. He said that there was nothing like that that had to be done; I ought to go about it in a different way.

Q. What was his idea as to the way it should have been done?

A. I don't know. He said I should have come in and seen him myself, but because—the reason I sent the men around was because I was on night work and I couldn't get around.

Q. At the time you were the representative of these men from whom you were trying to get the information, weren't you?

A. Yes.

Q. And Mr. Nyland knew that fact when he told you that
515 you shouldn't do it?

A. I believe he did.

Q. You joined Local No. 1063 on the 28th of May, 1935, did you not?

A. That is right.

Q. At the first meeting here in Pittsburgh?

A. Yes.

Q. On the day that you joined the union, did you have a conversation with Mr. Nyland?

A. It was either the day after or two days after.

Q. Well, all right. Did you have a conversation?

A. Yes, I did.

Q. What did he say to you?

A. Well, he wanted to know what the fellows wanted down at Columbus and Beaver Avenue, on the North Side, what they went down there for and I told him that they were down there for a hearing again about the men that Mr. Davidson regarded as being laid off sometime previous, although that was exaggerating a little bit. I done that so he wouldn't become suspicious that a lot of the men had joined this union, because he was right down on them, right along, up to the present time, and I thought maybe it would quiet things down.

Q. What else did he say, if anything, then, about the union? Did he ever ask you if you liked your job?

A. Yes, he did.

516 Q. When did he ask you that?

A. I believe it was around about that time.

Q. What did he say to you?

A. Well, he says, "Do you like your job around here?" Soon as I went into the office, that was the first thing he said to me. So, I didn't know what to say at first, but I asked him, "Just what do you mean by that?" He says, "Just what I said." I said, "Well, sometimes I like it around here and sometimes I don't give a damn about it." He says, "Well, I don't quite understand you." I says, "Well, that is an answer to your question, as near as I can make it."

Q. You have heard Mr. Davidson testify here that he was suspended in May 1935?

A. Yes, sir.

Q. You have heard him testify to that fact?

A. Yes.

Q. And, at that time you were a member of the regional committee along with him, weren't you?

A. Yes, sir.

Q. Between the time of his discharge and the time when the hearing on his discharge was held, was there a special election held to replace him as a committeeman?

A. Yes.

Q. Who arranged for that election; do you know?

A. I don't know who arranged for it but it did take place. I
517 know that I didn't have anything to do with it.

Q. Although you were a committeeman?

A. Yes, sir.

Q. Now, when you arrived at the meeting was the newly elected representative there; I mean the man who was taking Davidson's place?

A. At the regional monthly meeting, do you mean?

Q. At the meeting when you were going to discuss Davidson's case.

A. Yes.

Q. What is this new fellow's name?

A. Walter Schweinford.

Q. And he sat as a member on that committee when Davidson's case came up for review, didn't he?

A. Yes.

Q. Who presided at that meeting?

A. Mr. Crawford.

Q. Mr. Crawford?

A. I believe so.

Q. Mr. Crawford didn't withdraw because of any reason of his own interest in the situation, the fact that he discharged the man didn't cause him to withdraw from the hearing?

A. No. It was the same as all the meetings previous.

Q. Now then, when the committee got together to decide what was going to be done, did Mr. Crawford express any opinions of
518 his own as to what action should be taken?

A. Well, there was a lot of conversation about what was going on there and I don't recall exactly what he said.

Q. Did he indicate to the committee what he wanted its vote to be?

A. Oh, yes; he wanted the committee to uphold the decision already made regarding Davidson.

Q. What did he say, if anything, about the case going up no further?

A. He said he wanted the meeting to adjourn and the men's representatives to uphold the company, or some words to that effect.

Mr. CARMODY. Would the reporter read that answer to me?

(Answer read by reporter.)

Q. Who was the first one of the three employee representatives to vote, after this discussion? Do you remember who expressed his opinion first?

A. Mr. Hoffman.

Q. Who does he represent?

A. He represents the clerks.

Q. Who expressed his opinion next?

A. Mr. Schweinford.

Q. That left only your vote?

A. Yes.

Q. Did the three gentlemen representing the company all
519 vote to sustain the company's decision?

A. Well, Hoffman argued a little bit with Mr. Crawford.

Q. (By Chairman MADDEN.) Who was Hoffman?

A. He was the clerk's representative.

Q. He finally voted with Mr. Crawford?

A. Yes.

Q. What was the nature of their argument?

A. Mr. Hoffman wanted Mr. Crawford to assure him that if Mr. Davidson ever came into the office for the purpose of trying

to secure a job or for the purpose of getting a rehearing, he would give him a hearing, but I don't think Mr. Crawford agreed to do that, and Mr. Hoffman agreed to uphold the decision of the company previously requested by Mr. Crawford.

Q. Well, the decision didn't say anything about that, did it? It didn't say anything about Davidson's getting off of the property, did it? The decision was merely that he was discharged?

A. Yes, that is right.

Q. (By Mr. WATTS.) Following this meeting, at which all the members of the committee and the company's representatives included were present, were you requested to stay behind for a little private conference?

A. I was.

Q. Who asked you to do that?

A. Mr. Crawford.

520 Q. Who did he ask to stay for this subsequent session?

A. Mr. Schweinford and myself.

Q. And, you three then remained in the room, alone, did you?

A. Yes, sir.

Q. Now then, what did Mr. Crawford have to say to you two gentlemen, after the others had left?

A. Why, I believe he started out by saying that he heard there had been an undercurrent of dissension going on for sometime around the shop among the employees and, I don't know whether he was looking at me or Mr. Schweinford individually, but, anyhow, he said, "I am going to give you a chance to quit now with a clean record but if you stay", he said, "it will be different." That is the words, as near as I can remember them, that Mr. Crawford said.

Q. Did you understand that he was accusing you two men of improper actions?

A. Well, it did look like that.

Q. Did he refer to any pending matters before the committee or was he speaking generally?

A. I don't remember.

Q. Well, he started in talking about this dissension and feeling, didn't he?

A. Oh, yes.

Q. Now then, will you just tell us again what it was that he said to you?

521 A. Well, he said that he heard that there was a lot of trouble going on around there and that there was a report that he had got from somebody that somebody had threatened to go to somebody's home and kick hell out of them and he said he didn't want anything like that to be going on, and he said, as far as any outside organization getting into the Greyhound and running it, he said, it wouldn't happen, because they had officials that were capable of running the Greyhound Lines without any outside organizations.

Q. What did he say about this quitting with a clean record?

A. Well, he said, "If you want to quit now with a clean record, you can quit, but if you stay it will be different."

Q. Do you know what he meant by that, "it will be different"?

A. I had a good idea.

Q. Did you make a remark?

A. Oh, I said, "That is rather straight from the shoulder talk, isn't it, Mr. Crawford?" He said, "That is just what I meant it to be."

Q. Well now, after that talk with Mr. Crawford, the manager, do you feel as free to represent the men as you did before you had that discussion?

A. I should say not. The matter of fact is that I don't know why I am working now.

Q. Did you go to the second meeting of the union, on July 10th?

A. Yes.

522 A. Did you see Mr. Nyland outside there, with Mr. Bauer?

A. I did; about half a block away from the entrance.

Q. After the meeting, did he ask you what had been going on that night?

A. I don't know whether it was after that or not but I was in there rather often, in Mr. Nyland's office, and I was usually asked what was going on and I tried to evade giving an answer.

Q. After July 30th, when this group of men were discharged as employees of the company, did you, as regional committeeman, try to help out by bringing up evidence at the regional meeting and trying to find out what it was all about?

A. Yes; I did.

Q. Was Mr. Crawford presiding?

A. Yes; he was.

Q. Did you address your inquiry to him?

A. At the conclusion of the meeting, I asked the men if there was anything that could be brought up that had not been previously given to them in written form. I asked permission to bring up about these men that had been left go and I asked him if it was true these men were fired and Mr. Crawford said that it wasn't true, that they were all furloughed with the exception of two men, and would be returned whenever there was work enough, I believe he said, to warrant their return to work.

Q. What, if anything, did he have to say about this Coach

523 566, that had the accident?

A. Why, Coach 566, I believe he said that the man who worked on that, Emil Law, was fired.

Q. Did he tell you what the trouble was with this coach?

A. He said there was an accident, I think they had a wreck with two passenger cars, that is all that I know. He said they had a wreck with two passenger cars.

Q. Did he tell you what caused that?

A. Defective brakes.

Q. He didn't say anything about anybody being killed?

A. No, I don't recall having heard him say anything about that.

Q. Now, I ask you, Mr. Henry, as regional representative up until the time that your term expired in August, 1935, was the new classification of employees which was made effective as of July 1st, of this year, ever passed upon and approved by the regional committee representing the men?

A. No, sir.

Q. And, were you, as an individual employee, ever consulted about that classification list before it was put up?

A. Only on one occasion, I believe. I think Mr. Nyland made some mention about it. He said that they were going to have a re-classification and that it would be put upon the bulletin board.

Q. And, were you asked for your opinion?

A. No, sir.

524 Q. Or whether you agreed with it?

A. No, sir.

Q. It just arrived, is that it?

A. It was put up and anybody that wanted to look at it could look at it and if they didn't they didn't have to.

Mr. WATTS: Your witness.

Cross-examination:

Q. (By Mr. BOWEN.) You understand, even in your employment there, that industry has to assume some responsibility in running its property, doesn't it?

A. I believe it does.

Q. And, even in the matter of classification that may be within its province?

A. Yes.

Q. Did you see this classification list posted on the board?

A. Yes, I did look at it.

Q. And, any employee who wanted to say anything about it could discuss it with Mr. Nyland?

A. Each one, one at a time.

Q. You could determine from that list as to where you were classified?

A. You could get an idea but you finally would have to go into the office to get straightened out.

Q. You could go into the office and get the personnel list and find out where you were classified?

525 A. I don't know whether you could get the list or not but you had to see Mr. Nyland.

Q. Did you go to see Mr. Nyland?

A. No; I didn't.

Q. This letter attached to the classification on the bulletin board invited you to come in?

A. I don't know. I didn't happen to get to the office until several fellows went in there and the reception wasn't so good, so I decided not to go in myself.

Mr. BOWEN. Mark this as Respondents' Exhibit 3.

(Paper marked "Respondents' Exhibit No. 3 for identification.")

Q. I show you Respondents' Exhibit No. 3 for identification. Is that the classification list that was posted on the bulletin board?

A. Yes, sir.

Q. With that letter attached to it?

A. Yes.

Mr. BOWEN. We offer that in evidence.

Mr. WATTS. No objection.

Chairman MADDEN. Admitted.

(Respondents' Exhibit No. 3 for identification received in evidence.)

Q. Mr. Henry, so far as your work was concerned, has your relation with the company been without trouble?

A. Well, the majority of times.
526 Q. You are an efficient employee, aren't you?
A. Well, I have tried to be.
Q. And you have the interest and success of this company at heart?
A. Well, I have always tried to be that way.
Q. You are as much interested in the success of the company as the rest of us, aren't you?
A. Well, I always figured where I earn my bread and butter, I should be.
Q. Yes; it is your job. So far as the success of the company is concerned, you wouldn't be any more against that company than would Mr. Sundstrom, the President, would you?
A No; as long as I get along all right, I wouldn't.
Q. And you always endeavored to do your work in that garage and to maintain a good record as to efficiency?
A. Speaking for myself, I always have.
Q. Now, during this month of July 1935 there was brought to the attention of the employees of that garage that apparently they weren't functioning to the extent of having real efficient work turned out, isn't that so?
A. Well, if they weren't it was probably because of some cause which didn't give them the right to go out and do the work with their minds free to do it properly, I guess.
Q. Yes; but I understood from what the officials stated that there was something wrong with the functioning of the garage,
527 due to the road failures. Wasn't that subject brought up, to your knowledge?
A. No, sir.
Q. You didn't know at all about the record of road failures?
A. I haven't been with that garage since the 14th of July.
Q. You are not working in this garage?
A. No, sir.
Q. Which garage are you working in?
A. I have been in Sunbury, Pa., Columbus, Ohio, and Gettysburg, Pa.
Q. Do you work in different garages, traveling around?
A. Well, I have lately.
Q. You have been sent to different garages?
A. Yes, I was sent to Sunbury.
Q. But, your home station is at Pittsburgh?
A. Yes, sir.
Q. Are you here now?
A. I believe I am.
Q. I mean, are you working now at the Pittsburgh garage?
A. Well, I think I will be back here working; I don't know for sure.
Q. Haven't you been working there?
A. I came back from Gettysburg and I arrived here in time for this trial.
Q. You are here under supoena and you are working in the
528 Gettysburg garage?
A. Well, I think the man in Gettysburg returned. I think my time expired.

Q. Has there been anything said to indicate that you weren't going to be employed by the company?

A. You never can tell.

Q. That applies to all of us?

A. More to me than to "all of us".

Q. Has anything occurred that would cause the company to dispense with your services?

A. We had three road failures in Gettysburg.

Q. You mean that you turned out?

A. No; I looked at the buses as they went through, checked the oil.

Q. Are you a checker?

A. No; I wasn't a checker, I was a mechanic.

Q. And, if there was anything wrong with one of the buses that went through your hands, there would be a record card on it?

A. If I had thoroughly checked it, there would.

Q. Supposing you were adjusting brakes, that record would have your name on it?

A. Yes; the garage sheet would show.

Q. If that bus went out and a road failure occurred by reason of the failure of the brakes, it would immediately be taken
529 up with you to determine whether or not there was any fault on your part?

A. That is right.

Q. So that the record system that we have, doesn't it take it right back to the man who worked on it?

A. Well, it does in the fact that the number was on it.

Q. Yes, his time card shows who worked on the bus?

A. Yes.

Q. And, when he passes it through, he O. K's. it?

A. Yes, he O. K's. it, and I worked on a bus in Pittsburgh and it was a road failure and I didn't have anything to do with it being a road failure, because it was taken out of my hands.

Q. Well, if a road failure had occurred on anything that you worked on, it would have enabled the management to check back to determine what happened by reason of your work?

A. Yes, ordinarily it would.

Q. Supposing you worked on a bus that had a road failure——

A. Yes.

Q. And, they began checking and found that instead of being a mechanic you had never had a set of tools in your hands, and the road failure was due to inefficiency, you wouldn't blame the company for trying to find out whether you were efficient, would you?

A. Oh, no; I wouldn't do that.

Q. So the men don't resent their checking on them to deter-
530 mine their efficiency?

A. No, I don't think any man should.

Q. Do you know of any other way that a big company could check on a big shop?

A. I don't know. I am just employed as a mechanic and I haven't had the experience to determine as to whether there would be another way to check that.

Q. But, you know all about this system that goes on in this garage?

A. Well, fairly.

Q. And, at this meeting at which you were and in which you made an appeal to the company for Mr. Davidson, did you vote to sustain Mr. Davidson?

A. Well, I might as well, the other two did.

Q. Do you mean that you voted against Mr. Davidson?

A. I didn't exactly vote against him. When Mr. Crawford asked me about it, I says, "Well, it looks like you are boss and I might as well vote the same as the other two."

Q. You voted to sustain his dismissal?

A. Yes.

Q. At the same time you were a member of this committee?

A. Yes.

Q. And, at the same time you were a member of the Amalgamated?

A. That is right.

Q. Didn't you think that Mr. Davidson was at least entitled
531 to your vote?

A. I know, but I also had to look out that if I voted against it, I would be practically putting myself on the spot.

Q. Don't you feel, as a man, that if you were sitting in a position where you couldn't perform your duties that it was up to you to resign that capacity?

A. What, as an employee representative?

Q. Yes; in justice to Mr. Davidson?

A. Well, that would amount to practically the same thing, wouldn't it?

Q. Well, you apparently felt that you couldn't perform your duty.

A. Well, I thought I could do a lot of good by just saying "Yes" and letting it go.

Q. So, you were still going to stay in the employees' organization?

A. Oh, no. I was just waiting until my term expired, that is all.

Q. You were just waiting until your term expired?

A. Yes.

Q. It never occurred to you that you were possibly acting in a position where you were not being fair to Mr. Davidson?

A. Oh, I was playing fair with him, there is no question about that.

Q. Did he tell you to take this course, to take this action?

532 A. I don't know whether he did that or not, but I know it was perfectly all right.

Q. It was all right with you but how do you know it was all right with him?

A. He didn't know how I was going to vote.

Q. You had been paid your expenses while acting as a committeeman, as the rules and regulations specified?

A. I was paid for the time I was absent, at the same hourly rate that I would be paid at the shop.

Q. Did you ever object to that, to the company?

A. Well, if I had left the shop and walked over to 1010 Liberty Avenue and stayed there five or six hours, I would have objected if I didn't get paid for it.

Q. Do you mean to Mr. Crawford's office?

A. Yes.

Q. I don't understand.

A. I wouldn't want to go over there for nothing.

Q. So this payment for the time you lost was perfectly agreeable to you?

A. I didn't have any objection to getting it, because it was the rule.

Q. Neither did any of the rest of the chairmen object to that?

A. My duties didn't call me to go away from my job as they did Mr. Davidson.

Q. Do you understand that one of the charges against the
533 company, which are being tried here now, is that it paid the expenses of you representatives and paid you for all of the time that you were off, and that is one of the reasons that we are here holding these hearings, that that is one of the offenses that we committed? Do you understand that that is involved here and that is the reason you are being asked these questions?

Chairman MADDEN. What difference does it make whether he liked it or whether he thought it was all right or wasn't all right? It cannot possibly change the law. The Congress has spoken very definitely with reference to paying these expenses. It hasn't put the responsibility on Mr. Young or on you or on me or on anyone else. It says very definitely, "Don't do it." That is on the ground, I suppose, of public policy. It might be that it is not obvious to the man in the street but Congress thought it knew what it was all about.

Mr. BOWEN. I am trying to get this witness to understand why he was asked these questions on the other side. I think he understands now why this information was coming out, so that he can answer it in the light of that, but I won't pursue it any further.

Q. (By Mr. BOWEN.) How long have you been with the company?

A. Since the latter part of June, 1930.

Q. What pay do you receive per hour?

A. Sixty-two cents an hour, I believe.

534 Q. Aren't you up in the proper bracket, or what?

A. Well, I am rated as a second class mechanic now, since the reclassification came in.

Q. You have received increases in pay during the past year?

A. Well, we have received—I don't know whether you call it increases or not, but we had been previously cut back during the past five years on two or three occasions and we received part of that cut back.

Q. You all took a pay reduction back in 1930 or 1931, some time?

A. I believe we did.

Q. That was when everybody realized that the company was in financial straits?

A. Yes.

Q. And everybody took a cut?

A. Yes.

Q. And, since business has been better, it has been the attitude of the company to begin paying back to those employees?

A. Yes; around about that time the N. R. A. became effective and I think just previous to that there was a raise. I don't recall how much, though, that they restored to us.

Q. There were some raises which occurred under this reclassification?

A. I don't know. I heard there were.

Mr. BOWEN. That is all.

535 Q. (By Mr. SMITH.) I want to question you about this meeting at which Mr. Crawford was present, although a joint committee meeting which discussed Mr. Davidson's discharge. What would have been the steps under the machinery of the plan, if you three representatives of the employees had voted against Mr. Davidson's discharge, and the three representatives of the management had voted for his discharge? What would have happened then?

A. In that case I believe it would have gone to Cleveland, to the joint reviewing committee.

Q. Well, I am assuming now that you and the other two representatives felt the same way about Mr. Davidson, namely, that he shouldn't be discharged. Why wouldn't you vote for him in the expectation that the thing would go to Cleveland and maybe get another chance there to do something about it?

A. Well, if I refused to vote, do you mean?

Q. What is that?

A. You mean if I had refused to vote?

Q. No; not if you refused to vote. I am assuming, and it may not be so, but I am assuming that you, from what has been stated, and the other two representatives of the employees might want to vote for Mr. Davidson staying on the job. If that is so, why wouldn't you have done that at this time, rather than to vote for his discharge?

536 A. Oh, if I have voted myself, I don't think it would have had any bearing because the other two would have overruled me. There would have been two employees' representatives against one, against me.

Q. Two of the employees' representatives did not want Mr. Davidson reinstated?

A. In other words, they upheld the decision of the company representatives.

Q. And they voted before you did; is that right?

A. That is right.

Q. What did you say that Mr. Crawford said at that meeting about he hoped that they would vote now and adjourn the whole matter and not carry it any further?

A. Well, he asked the men's representatives to uphold the decision made by the company regarding Mr. Davidson's dismissal.

Q. How do you mean, he asked them?

A. Well, he just asked them something like this, he says, "I want you men to uphold the decision made by the company in regards to Mr. Davidson's dismissal."

Q. Did you feel free after that remark by the manager to put in any complaint?

A. No; truthfully speaking, I didn't.

Mr. SMITH. That is all.

Q. (By Mr. CARMODY.) Let us see if we can reconstruct that meeting for just a moment. Do I understand that Mr. Crawford was a member of the management committee of three?

537 A. Well, as far as I know, I believe he acted as presiding officer.

Q. But, were there three other management representatives there at that meeting?

A. There were three representing the company.

Q. Besides Mr. Crawford?

A. Yes.

Q. And, Mr. Crawford was the fourth management man there?

A. That is right.

Q. And, he wasn't a member of that committee?

A. I don't know whether he was a member of the committee.

Q. Do you mean to tell me that there were four members of management at that committee reviewing Mr. Davidson's discharge and only three of your drivers' representatives?

A. That is how many of the company's representatives were there.

Q. Is that what the plan provided?

A. I don't know whether the plan provided for it or not.

Q. Let us reconstruct that meeting. It was held where?

A. 1010 Liberty Avenue.

Q. Whose offices are those?

A. That is the regional manager's office.

Q. In Mr. Crawford's office?

A. Yes.

Q. He presided at the meeting?

A. Yes.

538 Q. This matter of the discharge of Mr. Davidson was up for discussion and for final determination?

A. That is right.

Q. Now, during the course of that discussion, did either of these groups leave the room or caucus the matter separately from the other group? Do you know what I mean——

A. Yes.

Q. By caucus?

A. Yes.

Q. Did your group leave the room and go outside to discuss the matter whether or not you would accede to Mr. Crawford's demand that you dismiss—sustain the dismissal of this man?

A. No; none of the employees representatives did.

Q. Didn't it occur to you in business procedure that when two groups are discussing a proposition, almost universally one side or the other leaves or both leave the room and go outside and discuss the matter among themselves to determine whether they are going to assent to the point made by the other side?

A. No, sir.

Q. You hadn't gotten to that point in your labor experience?

A. No, sir.

Q. And, you were representing these employees in these meetings?

A. It wasn't customary to do that in any of the previous meetings.

Q. Now, one more thing. I realize you are in an embarrassing position. You are still employed by the Greyhound Company.

539 You are facing a battery of executives with whom you do not normally come into contact as a workman. You are here as a workman. You don't know what is going to happen to you and nobody knows; they may not know. I want to ask you this and as you are quite naturally embarrassed, if you don't want to answer it, that is

quite all right. We are not through with this hearing. Other witnesses will come in and there may be a great many witnesses brought in here to show that everybody was satisfied with his conditions and with the situation as it was described here, where the fourth member of this management group tells the other committee what to do, but, just out of your own experience, what is the cause of this dissatisfaction that led up to the desire upon the part of many of your men to organize into a separate or what you might have thought would be a stronger union at the start? Was it wages? Was it inability to get results through the present employee plan, or what is it particularly?

A. Well, I think it is partly due to wages and dissatisfaction in not being promoted in their proper line and not observing seniority properly. I think those are three of the main reasons of dissatisfaction with each representative at their meetings.

Q. I looked over this reclassification here and I find rates set down under headings of minimum or starting rate and the first,
540 second, third, and fourth year maximum and the fifth year, and so on, and then an explanation and I find that the schedule itself here provides for the reclassification of men into wage groups that are not even in the classification groups set out. I realize there is a letter here which says that the men may go in and find out about their rates, but when you find there are special provisions not set forth in the tabulations, which is really the important part of wage classifications and reclassifications, based upon many years of experience in setting them up and negotiating them, that cannot be a good thing?

A. I don't think it is.

Q. You are not a committeeman?

A. No, sir.

Q. Were you nominated for office——

A. No, sir.

Q. When your term expired, at the end of your term?

A. Yes.

Q. (By Chairman MADDEN.) Did you withdraw and not let your name be presented again?

A. I don't think I said anything about it, but I was glad that nobody nominated me.

Q. You went out by common acclamation, yourself, and the others?

A. Right.

Q. What do you think was wrong with this representation plan?

A. I don't know whether it was the plan itself or the
541 men who were supposed to be our representatives, or the company.

Q. Well, you were one of the employees' representatives; Mr. Davidson was another. We haven't heard anything about the third one. You have indicated by the fact that you are here testifying that you have a fair amount of courage; Mr. Davidson seems likewise not to be timid. Don't you think that you and he did as well as any persons could have done in representing the interests of your fellows?

A. Yes; I am sure that Mr. Davidson always tried to do the best he could.

Q. Do you feel that some other workman in the place of yourself could, under the circumstances, have gotten more, might have done more for his fellows than you could?

A. Well, I don't know. I don't think so. I tried pretty hard to go along with the men and cooperated with the officials of the company.

Q. Taking the company's side of it, the company men, as individuals, were all right, weren't they?

A. Yes; they all seemed to be—everyone seemed to be a gentleman, as far as I could see.

Q. Do you think it would have been better if there had been three other company executives rather than the three who did sit?

A. I couldn't answer that.

Q. Could you have picked out three other company repre-
542 sentatives who would have made a more suitable group to sit with this joint committee?

A. No; I don't know of any others that I knew well enough to say that they would have made better representatives for the company than the ones that were there.

Q. You think that what was wrong with this committee's system was inherent in the system and not a vice of the individuals who happened to be on it at the time?

A. I think the system was defective in more ways than one.

Q. That is, you can't sit three employees down with three executives for regional and joint consideration of these problems and expect them to get two sided consideration?

A. I don't think so. It has always seemed like a pretty hard battle to get anything whenever you were over there. From what I observed whenever I was over there with Mr. Davidson about claims, he had quite a problem to get anywhere. In fact, he didn't get anywhere several times.

Q. Would you have been better off if on occasion you could have brought in an outside person, who wasn't an employee of the company?

A. That might have helped.

Q. Do you think your side could have been better represented?

A. Well, it might have given one a feeling of security to know that you weren't there by yourself. That is the way it seemed whenever I went up to represent any of the men about any
543 claims. Somehow, I had that feeling that I was acting as an individual instead of one of a group of men.

Chairman MADDEN. That is all.

Q. (By Mr. BOWEN.) Mr. Henry, that committee that met and had charge of this case was yourself, Mr. Hoffman and Mr. Schweinford; those gentlemen represented the employees?

A. Yes.

Q. Mr. Carl Bauer, Mr. L. H. Fromme, and Mr. Carl Sprain represented the management?

A. That is right.

Q. Mr. Crawford didn't have a vote in it, did he?

A. I don't know whether he voted or not. I don't know whether he or Mr. Sprain or Mr. Bauer or who did it.

Q. Was Mr. Crawford there or did he leave?

A. He was there.

Q. He made that statement?
A. He sat at his desk all the time.
Q. Was Mr. Davidson there?
A. I think that at one time Mr. Davidson was in the office. Mr. Crawford and Mr. Sprain and Mr. Bauer left and came back in again.
Q. Did Mr. Crawford leave?
A. He was at his desk all the time.
Q. Did Mr. Davidson have an opportunity to come there and be at the hearing?
544 A. Yes; he had an opportunity to come in and sit down there but he didn't get much to say.
Q. Did he say anything?
A. Well, he started a few times, but he didn't get very much chance.
Q. Who stopped him?
A. Well, he was told not to get away from the subject at hand, I believe.
Q. Well, was he present while you took this vote?
A. No.
Q. He wasn't there?
A. No.
Q. You are acquainted with Mr. Sundstrom, the President of the company?
A. No, sir.
Q. Never knew him?
A. I have heard of Mr. Sundstrom but I never knew him.
Q. Did you know Mr. Duvall, head of the maintenance department?
A. I know him to see him but I am not personally acquainted with him.
Q. So far as understanding your problems, you did know that Mr. Sundstrom started as a bus driver and Mr. Duvall started as a mechanic, just like you did?
A. I never knew that.
Q. And, even the head of the whole organization, Mr. Wick-
545 man, started as a bus driver? Isn't it your general understanding that the managing employers of this company were all bus men?
A. I never understood that.
Q. How long have you been with them?
A. Five years.
Q. You have always lived in this locality?
A. Since I have been working for the Greyhound Lines; yes.
Q. If you have been here for five years, you have been here since they practically began building up the operation of the Greyhound Lines between Chicago and New York, which started in about 1928?
A. Yes; I believe I have.
Q. And, these men were all just employees who put their shoulders to the wheel and have worked in order to build up this organization?
A. I never seen them do any work.
Q. You have seen them on the job?
A. Oh, yes; I have seen them in the shop.
Q. At any time, day and night?
A. I have seen them in the shop.

Q. You have seen Mr. Duvall in the shop?
A. Every time I seen him, I kept away.
Q. He knows what is going on?
A. It appeared that way.
Q. He walks around and talks to the men?
546 A. He never talked to me.
Q. Haven't you seen him come through the garage and talk with the men?
A. Do you want me to answer that question? I have seen him come and talk to some of the men and I have seen him raise hell with some of the others.
Q. And, when he "raises hell" he "raises hell", doesn't he?
A. Yes.
Q. And he doesn't hesitate to tell the men when it isn't right?
A. Those last seven fellows fired ought to be able to answer that question better than I can.
Mr. BOWEN. That is all.
Chairman MADDEN. We will take a five minutes recess.
(Whereupon, a recess was taken.)
CLINTON S. GOLDEN, called as a witness, being duly sworn, testified as follows:

Direct examination:
Q. (By Mr. WATTS.) What is your full name?
A. Clinton S. Golden.
Q. Where do you live, Mr. Golden?
A. 230 Beverly Road, Mount Lebanon.
Q. What is your occupation?
A. Director of the regional office of the National Labor Relations Board in this district.
Q. That is at Pittsburgh?
547 A. Pittsburgh.
Q. On the 8th day of August 1935, did you, in company with United States Commissioner of Conciliation, Thomas Finn, go to the offices of the Greyhound Lines, at 1010 Liberty Avenue, and there have a conversation with Mr. Crawford, Regional Manager for the respondent, on the subject of certain grievances brought before you and the Commissioner by the Amalgamated Local No. 1063?
A. I did.
Q. As a result of that conference between the United States Commissioner of Conciliation and yourself on the one hand and Mr. Crawford on the other, were any of the grievances disposed of?
A. No.
Q. Thereafter, and at the request of the Director of Conciliation of the Department of Labor of the United States, did you on the 9th day of August, 1935, communicate with Mr. Sundstrom, President of the respondent company, and request of him a conference and opportunity to discuss these matters?
A. I did.
Q. Did he agree to such a conference?
A. He did.
Q. Did he carry out the agreement as to the meeting?
A. He didn't.

Q. What did he do?

548 A. He called me back a short time after the original telephone conversation about the appointment and said that on the advice of the General Counsel of the company he couldn't proceed with the conference.

Q. How soon was that after he had agreed to do so?

A. I should think it was within an hour.

Q. And, was the Department of Conciliation of the United States, as a result of your efforts and those of Mr. Finn, its Commissioner, unable to settle the differences which had been brought up to you by the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America in this matter, with this company?

A. We were.

Mr. WATTS. That is all. Your witness.

Cross examination:

Q. (By Mr. BOWEN.) This conversation, Mr. Golden, that you had with Mr. Sundstrom, he made this appointment on Saturday for a meeting on Monday, and he later told you that he had called me and said that I had just arrived in Minneapolis from Washington? Didn't he tell you that?

A. I don't think he mentioned your name, Mr. Bowen. He said he had talked to general counsel——

Q. Didn't he tell you——

Mr. WATTS. Just let the witness finish, please.

A. And he couldn't proceed with the conference without

549 your being present.

Q. He couldn't proceed with the conference without my being present?

A. Yes.

Q. Didn't he tell you that he had telephoned that day to me, in Minneapolis, and I had said that I had just gotten back from Washington, and that it would be about ten days before I could come over?

A. No, I don't recall that he said what he had said over the telephone but he did mention that the general counsel had been engaged on some legislation in Washington and was tired out and wouldn't be able to come here for about two weeks.

Q. And, with that the thing terminated and you didn't again bring it up?

A. The matter was referred back to the United States Bureau of Conciliation.

Q. So, because of the fact that I was tied up out west and didn't get here and didn't see you, I haven't met you before this time?

A. That is correct.

Q. You have been engaged, Mr. Golden, in labor activities? You are a member of one of the brotherhoods?

A. No, I am not a member. I used to be a good many years ago.

Q. Up until what time were you?

A. Well, perhaps, 1915 or 1916.

550 Q. Have you ever been a member of the International Association of Machinists?

A. Yes, sir.

Q. You were the district representative for Philadelphia?
A. Yes.
Q. Also a delegate to the Pennsylvania Federation of Labor?
A. Yes, sir.
Q. And, you were field agent for the Brookwood Labor College?
A. I was not.
Q. And, a director of the Garland?
A. Not now.
Q. Have been?
A. Yes.
Q. You are a Mediator of the State Department of Labor now?
A. No.
Q. You were?
A. I was, yes, sir.
Q. And, you have been engaged in the settlement of labor disputes for some time?
A. Yes, sir.
Q. You also belonged to the Philadelphia Committee of the American Civil Liberties Union?
A. I did not.
Q. You have belonged to it?
A. I never did.
551 Q. So that any book that lists you as such is incorrect in that respect?
A. Absolutely.
Q. If any book lists you as belonging to the so-called "Red Network", that is also a mistake?
A. Well, Judge Brandeis and Mrs. Roosevelt are also listed in that.
Q. If any book lists you as belonging to the so-called "Red Network", that is also a mistake?
A. It isn't so.
Q. Are you listed in that book, "The Red Network?"
A. So I have been told.
Mr. BOWEN. That is all. Thank you.
WILLIAM S. LEISERSON, called as a witness, being duly sworn, testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Doctor, will you please state your residence?
A. Washington, D. C.
Q. And, your occupation?
A. Chairman of the National Mediation Board.
Q. And, you are here today through your courtesy in answering the subpoena of this Board, are you not?
A. Yes. It says, "Fail not at your peril."
Q. I am glad that our colleagues hold us in such esteem.
552 How long have you been acting as Chairman of that Board?
A. Since the Board was set up by amendments passed by Congress in 1934, that is, on July 21st, 1934.
Q. By whom were you designated for your position?
A. By the President.
Q. Now, will you state what your duties are, in general, in connection with this Board?

A. This National Mediation Board is created by an Act known as the Railway Labor Act, originally adopted by the Congress in 1926, amended in 1934. The amendment abolished the U. S. Board of Mediation, made up of five members, and created a new board, known as the National Mediation Board, of three members, to be appointed by the President with the advice and consent of the Senate. Their duties are to mediate all labor disputes on railroads that involve the making of agreements between the carriers and the organizations of the employees and all changes in such agreements. In addition to that, when disputes arise among employees——

Mr. BOWEN. Doctor, will you hesitate for just a minute? For the purpose of finding out what the purpose of this testimony is, I am objecting to it as incompetent, irrelevant, and immaterial.

Mr. WATTS. The witness is offered as a direct answer to the constitutional issues raised by counsel in his appearance. The
553 witness will testify as an expert on constitutional questions and will demonstrate, I am confident enough to say, that it is a reasonably designed instrument to lessen industrial strife.

Mr. BOWEN. You don't mean that he is testifying on the issue of whether the Act is constitutional?

Mr. WATTS. I am saying that he is testifying because it is made relevant by the objection as to the constitutionality of the Act.

Chairman MADDEN. Don't you think that the question of constitutionality, either under the due process clause which you raise or under the Interstate Commerce clause which you raise, is a question of fact?

Mr. BOWEN. I don't know. I just entered my objection for the purpose of finding out.

Chairman MADDEN. Objection overruled.

Mr. BOWEN. Exception.

Chairman MADDEN. Exception noted.

Q. (By Mr. WATTS.) Continue, Doctor.

A. The first duty is to mediate such disputes as I have mentioned. The second is to investigate and determine and settle disputes as to representation under the Act of employees who have a dispute among themselves as to what person or organization shall represent them for the purposes of collective bargaining with the employer. All such disputes are considered disputes among employees that the
554 employer must not concern himself with, but when either party among the employees invokes the services of our board, it becomes our duty to conduct an investigation and to determine the result, either by taking a secret ballot among the employees or by some other appropriate method, the Act reads, to determine the choice of a majority of the employees involved and then certify the same, issue a certification to the carrier and to the employees as to who is the duly designated and authorized representative of the employee in this respect and the carrier is then instructed by the Act to treat with such duly certified representative.

Now, those are the two main duties. Incidental to that, the Board has certain other duties. When we mediate disputes and a mediation agreement is entered into, if a dispute ever arises as a result of that mediation agreement, then our board is authorized to act as a court, have a hearing and interpret and to make a decision on the interpretation or application of that mediation agreement.

Now, in addition to that the Act provides that in disputes that arise due to the interpretation or application of collective bargaining agreements between the carriers and organizations of employees, that that shall not be under our jurisdiction. A board is set up out in Chicago, known as the National Railroad Adjustment Board, for interpreting and applying the agreement. We only can mediate when there are changes in these agreements to be made or where new agreements are to be made. Now, that board, when it deadlocks, that is made up of an equal number of representatives of employers and employees, and when it deadlocks, it is our duty to appoint a referee, an impartial person, so that a decision can be made by the board. Similarly, we have a duty in connection with voluntary arbitration. When we mediate disputes and we fail to get an agreement—you must understand that the Act lays it down as a fundamental principle, in order to prevent interruption of interstate commerce, that it is the duty of every carrier and their employees to exert every effort, that is the exact language, "to exert every effort" to make and maintain agreements, such agreements to be made through representatives chosen respectively by the carriers and by the employees, and every such agreement that is made must be filed with our board, and we have close to twenty-five hundred or more, around twenty-five hundred or more such agreements on the first class carriers alone, and this board in Chicago interprets them.

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Now, when we cannot get them to enter into such an agreement, the law directs us to do this: We must get in touch with the parties to the dispute as promptly as possible and use our best efforts to bring them to an agreement. If we feel that we must induce them to enter into a voluntary arbitration agreement and they enter into such a voluntary arbitration agreement, then each board selects one or two representatives and if they fail to agree we have to appoint an impartial person as referee.

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Broadly speaking, our duties are mediation as to all disputes, excepting the interpretation of agreements, and acting as a fact determining body in determining as to who shall make agreements for the employee.

Q. (By Mr. WATTS.) Doctor, prior to becoming chairman of the National Mediation Board, what offices, if any, did you hold?

A. I was Chairman of the Petroleum Labor Policy Board, under the Petroleum Code.

Q. And, before that?

A. I was Secretary of the National Labor Board, as originally constituted by the President and Senator Wagner was Chairman of it.

Q. Have you at any time ever held a professorship at any college or university?

A. I am on leave now from Antioch College. I have been Professor of Economics there since 1925.

Q. State your experience prior to that?

A. Prior to that I was Chairman of the Board of Arbitration in the Chicago men's clothing industry, set up by a collective bargaining agreement between all of the large clothing houses, Hart, Shaffner, and Marx, Society Brand, and all of those, and the Amalgamated Clothing Workers' Union. They agreed that there would be no strikes or lockouts and that all disputes would be settled

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in accordance with the terms of an agreement that they made and they set up a system of courts, two trade boards to hear disputes in original jurisdiction and a board of arbitration to hear appeals from those two boards, and I was chairman of that.

Q. In 1930 and 1931, did you hold office by designation of the Governor of Ohio?

A. I don't know that it was an office, but the Governor, under authority of the Legislature, appointed an Ohio Commission on Unemployment Insurance and I was designated as chairman of it.

Q. Between 1921, 1922, and 1923, what were you doing?

A. I was acting as mediator or abritrator, mostly abitrator, in the men's clothing industry, under such agreements as I have described, in Chicago, Rochester, New York, New York City, and occasionally called to other places, and also in other industries, because it became known that I was acting in that capacity and I would often be called in on printing, shoes, leather, and so on.

Q. During the War, what were you doing?

A. I was Chief of the Division of Labor Administration in the Department of Labor, the main function of which was really helping industries that were engaged in war work to set up personnel and labor relations departments and policies to avoid strikes and disputes.

558 Q. I believe you received your Doctorate in 1911 from Columbia University?

A. That is correct.

Q. And, at that time, did you publish a study which you had made in connection with your Doctorate?

A. Yes. It was "Unemployment in the State of New York."

Q. Now, Doctor, have you made a study extending over the last forty-five of fifty years, of the history of the laws and the problems of industrial relations, with special relation to the transportation industry?

A. In connection with our Annual Report, which our Board is having prepared now, we have had a review of railway labor legislation for the beginning and, of course, I have been teaching labor relations and have been familiar with the general economic background of the thing for a good many years.

Q. And, without going into detail as to each particular enactment, will you state for the record the period over which legislation has been passed by the Congress of the United States pertaining to industrial relations in the transportation industry?

A. The amended Railway Labor Act adopted in June 1934, June 21st, representated the culmination of forty-five years of dealing with labor relations questions on the railroads. When this Act was adopted in 1888, the first Act, it provided for just two things.

559 There had been some very bitter strikes in the railroad industry. The whole Gould system, M. P., Texas Pacific, and the M. K. T. had been tied up, ten thousand miles in the southwest, and there were a lot of bitter transportation conflicts and there was a demand that Congress should do something about it. So, an Act was passed in 1888, and it provided two things, that where there is a dispute, the parties should be authorized to enter into an agreement to arbitrate it voluntarily; also, that the President might

appoint an investigating body to investigate such dispute and make a report to the public on the merits of the dispute. That is all that it provided.

That Act was in force for ten years and in all that time the arbitration features were never used. Only one investigation was made of a very bitter and large scale strike, the American Railway Union strike, that is the Pullman strike of 1894, and that investigation was made when the strike was practically over.

In 1898, the next Act was passed, which was known as the Erdman Act, and it eliminated the investigation features and introduced two new features. First, it had a provision that no employer shall discriminate against people, employees, for membership in any labor organization and shall not discharge them for such membership, and, second, it provided that if employees and the employers cannot settle their disputes and there is a threat of strike which might
560 interrupt commerce, the Chairman of the Interstate Commerce Commission and the Commissioner of Labor—that was before the days of the Department of Labor—might together act as mediators to settle the dispute.

That Act was in force until 1913. In the first eight or nine years not a single case came up under it. During the second half, those two mediators or those two chairmen, did a good deal of mediation and it became apparent that a good deal could be done in the way of settling disputes by getting representatives of the parties together.

Meanwhile, I think it was around 1902, the first provision about not discharging a man for union membership was declared unconstitutional by the Supreme Court, in *Adair* vs. *The United States*.

There were some bitter strikes in the latter part of the period of this Erdman Act, particularly on the Harriman System, which included the Illinois Central System, so the Newlands Act, enacted in 1913, I think, set up a full-time agency to mediate disputes and it provided more effective machinery to perfect the sort of thing these two men had done under the last part of the Erdman Act.

The next piece of legislation was the so-called Adamson Act, in 1916. This mediation body, created under this Act, known as the United States Board of Railroad Mediation and Conciliation,
561 was unable to settle a dispute in which the men asked for an eight-hour day. This Newlands Act also provided that the parties shall be induced to arbitrate but they couldn't succeed in getting that, so Congress stepped in and tried to settle this dispute by legislation, and it enacted this eight-hour day, President Wilson saying that the country had reached a point where he felt that was the proper length of the day's work. Peculiarly enough, the dispute never was settled by that Act, because as soon as it went into effect it was taken into the courts and the lower court declared it unconstitutional, whereupon the men threatened to strike.

By that time, the War Industries Board had been set up and they came in and mediated the dispute and got the railroads to accept under a mediation agreement what the law provided and then the men didn't strike, and sometime later the Supreme Court overruled the lower court and held it constitutional, but it was settled then, in that way.

Now, when the Government took over the railroads, it set up a Labor Department and it inaugurated several new policies. First, it restored the thing that had been declared unconstitutional. It granted the right of the men to organize and to bargain collectively and to join an organization and prohibited the management of the railroads from interfering with it. Secondly, it adopted the policy of getting the carriers and the various divisional lines and the representatives of the employees,—and, you must understand that
562 under the Railway Labor Act, although it used the term "representatives" and says that any person or organization may act as representative, we haven't had a single case where an individual was certified as a representative. It is always an organization. They entered into a policy of setting up national agreements covering each craft, locomotive engineers, firemen, shop crafts, and so on. That is the second policy. Of course, they took that from the agreements that were in effect on many roads before and they extended them nationally. Third, they set up three boards of Railroad Adjustment, as they called them, an Eastern board, a Southwestern board, a Western board, and so on, for the purpose of interpreting and applying the agreements.

Now, that was put in during the time that the Government was itself the employer.

When the roads went back under private ownership the Cummings Act, the Transportation Act of 1920, was adopted. Title 3 of that dealt with labor and it reverted to practically was the original Act in 1888. It provided that a board of nine men shall be appointed, three to represent labor, three the carriers, and three the public, which shall have the right to investigate, hear, and decide all disputes. There was no obligation on anybody to obey those decisions and the result was that it was like the Act of 1888, in the sense that a Government body investigated, pub-
563 lished its opinions and then the idea was that public opinion would enforce it.

Well, during that period we had the nation-wide shopmen's strike of 1922, you will remember. Both the carriers and the employees refused to obey many of the decisions and by 1925 the parties were thoroughly disgusted with the Act and then a joint committee of the carriers and representatives of the railway labor organizations met together and formulated the Railway Labor Act of 1926, and this committee of the carriers and the committee of the railway labor organizations went together to the Congress and jointly asked Congress—said, "Let's get rid of the Transportation Act of 1920 so far as it applies to labor and let's substitute this, because we think this is the way to maintain peace in our industry."

Well, when both labor and capital go to Congress in agreement, then that legislation is usually adopted just as they want it. Anyway, this is what happened in this case and it is true that since 1926 there has not been a major strike in the industry. I only know that in 1928 there were two small strikes in the industry, one unauthorized, by an organization in New York, in the express part of the industry that was over in a few days, and a small one in some Western subsidiary line that wasn't important enough to interrupt commerce, so that the board took no action about it, and right now

there is a little strike up near Cleveland on a road about two
564 miles long, and aside from that there hasn't been a major dispute or a major strike in the industry and there have been some of the most bitter questions come up. Since 1929 we have found in our study for the purposes of our report—of course, the figures went down generally during the depression, but beginning in 1933, when the upward movement began, and it is universally true, of course, that strikes follow the business cycle, we have had strikes in every industry or in a large number of industries. The railroad industry, although they had to reduce wages, when they also had to raise wages settled them by collective bargaining and negotiation, in accordance with the provisions of the Act, whereas in all of the other—I shouldn't say "all of the other"—whereas the statistics of strikes, and if you want some I have got them here as recorded by the Deepartment of Labor, Bureau of Labor Statistics, since 1916, I have the figures.

Q. (By Mr. WATTS.) I would like, for the complainant, to put in evidence, Doctor, if you have it here, this table 12.

A. Yes; here it is.

Mr. WATTS. We offer in evidence table 12, which appears at page 76, Volume 39, No. 1, Monthly Labor Review, issued by the United States Department of Labor, Bureau of Labor Statistics, under date of July 1934.

Mr. BOWEN. I take it that all of this evidence is being received under my objection?

565 Chairman MADDEN. Yes.

Mr. WATTS. We offer in evidence Table 7, appearing at page 1266 of Volume 40, No. 5, of the Monthly Review of the Department of Labor, Bureau of Labor Statistics, for the month of May 1935.

Chairman MADDEN. They are received in evidence.

The WITNESS. You might mention also Table 14 in this one [indicating].

Mr. WATTS. We offer in evidence Table 14, appearing at page 77, Volume 39, No. 1, Monthly Review of the United States Department of Labor, Bureau of Labor Statistics.

Chairman MADDEN. Received in evidence.

The WITNESS. Now, this table 12, that you mentioned before, shows the total number of strikes by years, from 1919 to 1933, inclusive, and in 1919, for instance, there were 3,630 strikes. In 1920, there were 3,411. In 1921, there were 2,385. In 1922, there were 1,112. Now, you will notice that 1919 was the peak or top of the business cycle. In the latter part of 1920 the depression began. 1921 and 1922 were the years of depression. In the latter part of 1922, it started up again, and, so, in 1923, when we had a rise in business activity, the number of strikes went up from 1,112 to 1,553. 1924 was a year of business recession, slight recession, and strikes went down to 1,249. In 1925, business started up again and strikes went up to 1,300. Then, we
566 had years of prosperity from 1926 to 1929, but the economists noted a peculiar difference between that prosperous period and all others, that prices on the whole remained stationary during that period and that is reflected in the strike movement. When costs of living go up, then strikes increase, and in all this period strikes went down, 1,035 in 1926, 734 in 1927, 629 in 1928. 1929 was reaching the

peak and there was a slight increase to 903. In 1930 strikes went down to 653. In 1931 and 1932 they stayed around 800 and in 1933 they jumped to 1,562, but prices started to go up in 1934, and they jumped to 1,740.

Now, Table 14 shows this same type of figures by industries, building trades, furniture, iron, steel, and so on. They have all had strikes. The lowest industry is transportation, steam and electric. Unfortunately, they haven't separated them, but we know from our records that since 1926 we haven't had any strikes, except these two minor ones in 1928. So, the first year, prior to 1926, in 1919, there were 191 strikes in transportation, steam and electric. In 1920, 241. In 1921, 37. In 1922, 67. There were 7 in 1925 and 8 in 1926. In 1927, one. In 1928, three. In 1929, five. In 1930, three. Most of those must be electric lines because they weren't on the railroads. In 1931, no strikes at all. In 1932, there was one, which must have been an electric line. In 1933, there were no strikes at all in transportation and in 1934 there were none in transportation.

567 Q. (By Mr. WATTS.) Those electric lines would not have been subject to the national jurisdiction?

A. They are not subject to our jurisdiction. They are not part of the National railroad system. Now, the reason I say that the purpose of the parties, when they came with this law jointly arrived at, that purpose was accomplished, is because they stated what their purpose was and we have the purpose in the provisions of the law. The law says, first, there are really three fundamental principles for the maintaining of peace in the industry that are embodied in this law, one——

Q. Pardon me, Doctor. This is the 1926 law?

A. Yes; the same as the 1934 law, with minor amendments, which I will point out.

"First. It shall be the duty of all carriers, their officers, agents, and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions", "and those agreements must be filed with us, and that provision for filing with us is in the amendment of 1934. It wasn't in the original amendment. That shows you two things. First, that there are written agreements, not just talk. It is a contract. Second, it is not individual contracts with individual members, it is a collective bargaining contract that is filed, because it is a contract which the language of the Act says, "concerning rates of pay,

568 rules, and working conditions." So all questions of whether a man is justly discharged, what dischargeable offense it was, whether an engineer shall get six dollars a day or so much a day, what his seniority rates shall be, all those points, the order in which they shall be laid off, what shall happen when they work overtime, and so on, all of it must be written out, in a contract, and these contracts are printed and they are very long things, and the purpose and intent of the law and the system which the law imposes upon the parties can be seen in the preamble to these agreements.

Now, here, for instance, is an agreement between the Delaware, Lackawanna and Western Railroad Company and System Federation, No. 78, Railways Employees' Department of the American Federation of Labor, Mechanical Section. That takes in eight shop

crafts. This is the agreement that is filed with us. There are six of those shop crafts. Now, to give you an idea of how the law operates; Sometime ago these six employees' organizations petitioned our board and said there was a dispute as to whether they or what they call the company organization or company union are the proper representatives of the employees. We sent a man to investigate, a mediator. He found there was a dispute and ordered an election. He held the election and these six organizations, all operating through the Railways Employees' Department of the American Federation of Labor, they are federated together
569 as System No. 78, won the election and we certified this organization as the representative under the Act. The System Federation, there is one man from each of these six unions, you see, then sent a letter to the carrier saying, "We would like to meet with you and make our agreement with respect to hours, rates of pay, and working conditions", and the carrier met them and they sat around for maybe three months and worked out this detailed agreement.

Now, I want to read to you, first, the preamble there, which indicates the purpose of the Act and the purpose of the agreement.

"Preamble. The welfare of the Delaware, Lackawanna and Western Railroad Company and its employees is dependent, largely, upon the service which the Railroad renders the public. Improvements in this service and economy in operating and Maintenance expenses are promoted by willing cooperation between the Railroad Management and the voluntary organization of its employees. When the groups responsible for better service and greater efficiency share fairly in these benefits which follow their joint efforts, improvements in the conduct and efficiency of the railroad are generally encouraged. The parties to this agreement recognize the foregoing principles and agree to be governed by them in their relations."

Now, that preamble first appeared in 1926, and the agreement was with the Baltimore and Ohio Railroad Company
570 and System Federation No. 30. After the shopmen's strike was settled and after the 1926 Act was adopted, this has become known as, this B. & O. agreement has become known as the so-called "cooperative plan."

Now, notice what it says in there, that the purpose of the Act is, the voluntary association of the employees joined together with the representatives voluntarily designated by the carrier, not interfered with by the employees, for the purpose of cooperating on the terms and conditions of their employment to improve service.

Now, the second principle in the Act, under the duties, and I think I can do it better by reading the paragraph of the Act itself. Section 1 deals with mere definitions. Section 2 states the general purposes of the Act, to avoid any interruption of commerce or the operation of any carrier engaged therein. "(2) to forbid any limitation upon freedom of association among employees or any denial, as a condition of employment or otherwise, of the right of employees to join a labor organization."

For instance, "to forbid any limitation upon freedom of association." If the employees of a carrier want to join one of the so-called outside organizations and have that outside person or organization to represent them, it is none of the carriers' business what kind

of an organization they join, under this Act, and the carrier
571 may not put any limitation upon them by contract or in any other way. It further says, "(3) to provide for the complete independence of carriers and of employees in the matter of self-organization to carry out the purposes of this Act;" and then to provide for the settlement of disputes, it says, "(4) to provide for the prompt and orderly settlement of all disputes concerning rates of pay, rules, or working conditions; (5) to provide for the prompt and orderly settlement of all disputes growing out of grievances or out of the interpretation or application of agreements covering rates of pay, rules, or working conditions."

Then, it says: "General Duties. First. It shall be the duty of all carriers, their officers, agents, and employees to exert every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions, and to settle all disputes, whether arising out of the application of such agreements or otherwise, in order to avoid any interruption to commerce or to the operation of any carrier growing out of any dispute between the carrier and the employees thereof."

What is that for? It is the obligation put upon both to try to settle disputes, and, second, it tells them how to settle them. It goes on:

"Second. All disputes between a carrier or carriers and its or their employees shall be considered, and, if possible,
572 decided, with all expedition, in conference between representatives designated and authorized so to confer, respectively, by the carrier or carriers and by the employees thereof interested in the dispute."

Q. (By Mr. WATTS.) Pardon me just a moment, Doctor. Freedom of association, to which you have referred in describing this Act, would include, wouldn't it, freedom from discharge for joining an organization?

A. Oh, yes. I was going to read you some of the provisions now, because there was interference by the management in some cases with the representatives designated by the employees. That came about in two ways. One case went to the Supreme Court, the case of the Brotherhood of Railway Clerks, Railway and Steamship Clerks against the Texas and New Orleans Railway, which is a part of the Southern Pacific, I think, and that company had one of the Brotherhood of Railway Clerks named to represent the employees, since the majority belonged to them. That company proceeded to organize an organization of employees of its own to confer with the railroad, and it was taken to the courts and the basis of the appeal to the courts was that it interfered with the selection of representatives by the employees, and the court upheld the law in that case, and here is the interesting thing about it, because the carrier raised the question in Adair vs. United States, that it had a right
573 to discriminate amongst their employees, to discharge whom they pleased and so on, but Judge Hughes, who wrote the opinion, said, that question was not involved there, that Congress in order to prevent the interruption of commerce has said that each party shall designate its own representative and in this case the

organization was the representative, just as a corporation may represent an employer or be an employer, and he said, since there is no constitutional right to interfere with the organization or selection of representatives, the other point was not well taken, and that is how this part of the statute, the selection of representatives, was taken care of.

Now, during the period of 1933, when the N. R. A., came in, with Section 7–A, and there were strikes and movements of employees in all industries, many of the roads that had no organizations on them before that began to organize, too, and a good many company organizations were set up on the railroads. Some of them came about after the strike of 1922, the shopmen's strike. Congress had put into the Transportation Act, it created the position of Federal Co-ordinator of Transportation, and had provided that the employers must not pay the expenses of company organizations, and, as under our Act, must not interfere with the organizations and so on. So, Mr. Eastman conducted an investigation and found many of these company organizations spread about the country and he reported that to Congress when he appeared before it. In fact,
574 this Act was largely an amendment to the Act, or was largely drafted in his office, and he appeared before Congress and explained why he suggested these amendments. Part of the Federal Co-ordinator's business was to recommend to Congress, so he put in these things: "(3) Representatives, for the purposes of this Act, shall be designated by the respective parties without interference, influence, or coercion by either party over the designation of representatives by the other." It wouldn't be possible, for example, under our Act, for a company to have the ballots on such an election. That would be illegal for it to have anything to do with it. It goes on: "and neither party shall in any way interfere with, influence, or coerce the other in its choice of representatives. Representatives of employees for the purposes of this Act need not be persons in the employ of the carrier, and no carrier shall, by interference, influence, or coercion seek in any manner to prevent the designation by its employees as their representatives of those who or which are not employees of the carrier." For instance, no carrier would be permitted to suggest a set of by-laws to the employees that would make the set of by-laws state that only employees shall be representatives. That would be a violation of this provision, for such limitation would be held to be influencing them to give up a right that Congress gave them, because you are trying to influence them to prevent
575 their designation of representatives from the outside. It further says: "Fourth. Employees shall have the right to organize and bargain collectively through representatives of their own choosing. The majority of any craft or class of employees shall have the right to determine who shall be the representative of the craft or class for the purposes of this Act."

Now, you cannot have collective bargaining, which is the purpose of this Act, among the workmen from a whole craft, if one set of employees say they don't want it and another says they want an agreement. There must be an agreement on hours, rates of pay, working conditions, and in practice they operate by that and the carriers wouldn't want several different agreements for the same craft,

and so, when there is any dispute, our board is given the authority to settle that dispute, so that there will be no strike. We had, for instance, ninety-six elections or cases where either elections or other methods were involved, during the year, and we certify to the representatives when it is clear that a majority prefers one organization to another. Then, that organization makes the contract.

Now, you see, there are three principles, first, the agreement; second, the representatives; and, the third is the collective bargaining between them, interference by either party being prohibited in any way and neither one being influenced by the other.

576 Now, if you are making a contract like this, it has to be filed with us, like the one I read from. That requires skill, time and money while you are working it out. The intent of the law is that there shall be equality in bargaining power when they sit around the table. Now, about the representatives. The employees of course, bring in their general officers, who are high salaried men, attorneys, bring them to talk with the management and contract for the employees. Now, if the employer said, "You are fired", obviously, you couldn't have any collective bargaining and you are going to have a strike, and that is what happened prior to the enactment of this law. When the freedom of the individual is protected and neither party can say that it refuses to do it, each one of them can say what they think ought to be done, but they cannot impose it on the other. There has to be an agreement. For instance, if either party writes to us that there is a dispute, we say, "Have you conferred?" The law says that if one party writes to the other asking for a conference, that conference must be granted within ten days, and if such a conference was not held, we would then call up the parties and say, "The law obligates you to hold a conference, go ahead", and we settle very many of our cases that are filed with us by telling them to go ahead and confer some more and perhaps they will be able to get together, or one of our mediators will go there and bring them together again, and they finally iron it out,

577 but the purpose is to get this collective agreement, so that the will of neither the employer nor the will of the employees shall prevail. There must be a joint meeting of the minds. Then, both will be satisfied and on that basis you can maintain business but you cannot have that if either side is going to have anything so say as to the kind of fellow who will represent the other side and, therefore, this law, this third section, fourth section has been read, and this fifth section, which reads: "Fifth. No carrier, its officers, or agents shall require any person seeking employment to sign any contract or agreement promising to join or not to join a labor organization;"

Under these sections of this law more is required than that. It says, "Seventh. No carrier, its officers or agents shall change the rates of pay, rules, or working conditions of its employees, as a class as embodied in agreements except in the manner prescribed in such agreements or in section 6 of this Act", which means that first there must be written notice, thirty days' written notice, and then there must be a conference between duly designated representatives with which the other party has nothing to do, and then these sections which I have just read must be put on the bulletin board in the

form which our board prescribes and the carrier prints, signed by the President, and the important thing about that is this: "Eighth. Every carrier shall notify its employees by printed notices
578 in such form and posted at such times and places as shall be specified by the Mediation Board that all disputes between the carrier and its employees will be handled in accordance with the requirements of this Act, and in such notices there shall be printed verbatim, in large type, the third, fourth, and fifth paragraphs of this section." Those are the sections I just read, protecting the integrity of the representatives, so that the employees can't tell the management, "We don't like this representative, we don't like the man whom you have appointed", and the management can't tell the employees or have anything to do with it. Then, it says, "The provisions of said paragraphs are hereby made a part of the contract of employment between the carrier and each employee", and that is the amendment of 1934, "and shall be held binding upon the parties, regardless of any other express or implied agreements between them."

Now, no carrier has contested this. It is recognized in the industry, because both sides really agreed on the law originally that both sides must confer and not interfere, and we didn't have any question about it.

Q. (By Mr. WATTS.) Doctor, based upon your studies and upon your experience, upon the records of the Department of Labor, will you please tell the Board whether or not in your opinion the recognition of the principle of collective bargaining in practice as well as in law does make for industrial peace and avoid industrial strife in the transportation industry?

579 A. Well, my study of this legislation of forty-five years makes it obvious to me that all of the experimentation of these different Acts that we have had—there was a lot of fumbling; they tried arbitration; they tried investigation; and, they tried decisions. Finally, everybody could see, everybody in the industry could see, and it is the consensus of opinion, that the only way these things can be settled properly is not by one party or the other saying, the employer saying, "We cannot afford to pay any more", while the employee says, "We cannot afford to live on any less", that doesn't get you anywhere, but on the basis of both sides getting down to an equality. Now, if you don't do that, do it that way, you either have strikes or else you have the Government itself passing the law. The Government will pass an eight hour law or a minimum wage law, or something like that, but in the railroad industry the experience with the Adamson law showed that that didn't settle things, and both the carriers and the employees are in agreement about that, and we want to protect the carriers and the employees and have honest collective bargaining, so that when they sit around a table with respect to a proposition, they are trying to arrive at a contract. These contracts all may go on for years. They all have the same terminating clause, that unless either party gives thirty days' notice of the desire to change, it just continues, but they cannot operate unless there
580 is protection to prevent what under our law are unfair labor practices. Under our law, they are misdemeanors, punishable by a money fine or imprisonment, or both.

Now, there is no real cure for industrial strife. You will have some strikes. You will have lots of disagreement, and the law provides for mediation, voluntary mediation. When our Board comes in, with no authority whatever except to say, "Here, you people, you better hold off whatever action you are going to take until you can sit around a table and discuss it", there is no such thing as the employer saying "this representative violated a rule of the company", because, we would say, "This representative is like a representative in Congress. You cannot stop him from acting as a representative of the employees. He is their business agent, just as your manager is." Now, when you have that you can have peace in industry, and our forty-five years of experimental legislation, where everything has been tried, has convinced the people in the industry and, I think, the Congress, that that is the way to deal with it.

Q. (By Mr. WATTS.) In your opinion, Doctor, can real effective collective bargaining be achieved unless there exists for the employees a labor organization or representative which is entirely free from the domination of the employer?

A. Well, I think the thing really answers itself, if you start out with the point that we have in the Railway Labor Act, that you
581 are going to make a contract. Then, of course, you cannot have one party on both sides of that contract. If the management can in any way have any authority to say to the representative, "You are not behaving right", it would be just the same as if you talked to Mr. Bowen over there and had authority to dismiss him or discipline him in any way. You cannot handle the case here and you cannot handle a labor contract any more than you can handle the case here, unless the representatives on both sides are absolutely independent, and it isn't fair, it isn't American, as Mr. Eastman said in his report, for either party to claim for the other one—put it this way: What happens when you make one of these contracts is that instead of each individual laborer going to the employer and selling his labor individually in competition with other labor, the majority will. That is what the Act permits him to do, that is what stockholders in a corporation do. Instead of each stockholder going into business himself, the corporation will permit him to put a lot of money in and create a fictitious personality, the majority ruling and then we have an agent act for that person. Now, the law of collective bargaining means that the employees, instead of each on voting, will act in something like a corporate capacity, through a majority rule, and will sell their labor collectively. It is collective marketing of labor. Therefore, they have to go out and hire a sales-
man, and I don't like high powered salesmen in daily business,
582 but, nevertheless, they have their function. Now, the employers don't like a high powered labor salesman any more than the employees like high powered employers' representative. It is a matter of bargaining, but if they could get the idea that the employees have as much right to hire personnel managers for themselves, business agents, attorneys, accountants, specialists, as they have, scientific experts, as the management has—after all they are American citizens—then, they have respect for themselves and for each other around a table, and that is what has happened in the American railroad industry. If you go back you will find the strikes

in '77. They had to bring in the Federal soldiers and at that time the issue was that the Train Service Brotherhood was trying to get the right to bargain through their own organization, to organize these organizations as their business agent, and the carriers said, "No, sir." Well, by the eighties or the nineties, the Train Service Brotherhood had won that right and that was the beginning of their having contracts, and the men, the employees, were joining up. Between 1884 and 1886, we had another episode of terrible strikes. Who were striking then? Not the Train Service Brotherhoods, but the shop crafts, which were asking for these rights, and, always, if you follow the legislation and if you see what has happened in most of these strikes in recent years, it is how the employees were asking

583 for this right to set up something like a corporation of their own, to negotiate for the sale of labor jointly and to hire experts, business men, to represent them and to talk good business with the employer, and because the manufacturer does that, even fixing the wages that determine the income of employees, and the employees haven't anything to say about it, that you have strikes.

Now, I lay much stress on that, because in 1919, after the Armistice, because we had a big rise in prices and then in the early part of 1920, we had an awful flood of strikes. President Wilson called an industrial conference to see what could be done about it. In October 1919, they met in a conference and the conference broke up and the employees said "We want to have the right to bargain collectively through representatives of our own choosing, whether they work for the employer or not." When the employer hires a personnel manager, he doesn't hire a fellow from the industry. He will hire an engineer from a university or a psychologist. I have been employed by employers to help them set up a personnel department. I am a professor and I don't know anything about the details of a business. These employers hired me because I did know something about human beings and how they acted in an employer-employee relationship. The employer hires me and I must confess that I charge him "fat" fees, but he hires me. The employees should have the same right. They cannot do it as individuals but if they have a large organization and chip in, they can hire experts, and they do.

584 That conference of President Wilson's broke up on that issue of whether the employees could select representatives outside of the plant in which they worked, and Congress settled that issue, it settled that issue in the railroad industry some years before, and in the recent legislation they settled the issue when it said, "The employees shall have the same rights as the employers have."

I don't know whether this is of value or pertinent to you or not, but the fact of this collective bargaining and the equality of choice of representatives is a very fundamental thing, which the Supreme Court has taken cognizance of in its decisions. I would like to read, if it is permissible, a paragraph from *Holden* v. *Hardy, Sheriff*, 169 U. S. 366. The case involved the eight-hour statute. Its constitutionality was challenged. The Court upheld the constitutionality, with two Justices dissenting. Here is what it said:

"The legislature has also recognized the fact, which the experience of legislators in many states has corroborated, that the proprietors of these establishments and their operatives do not stand upon an

equality, and that their interests are, to a certain extent, conflicting. The former naturally desire to obtain as much labor as possible from their employees, while the latter are often induced by the fear of discharge to conform to regulations which their judgment, fairly exercised, would pronounce to be detrimental to their health
585 or strength. In other words, the proprietors lay down the rules, and the laborers are practically constrained to obey them. In such cases self-interest is often an unsafe guide, and the legislature may properly interpose its authority.

"It may not be improper to suggest in this connection"—this is the next paragraph—"that although the prosecution in this case was against the employer of labor, who, apparently, under the statute, is the only one liable, his defense is not so much that his right to contract has been infringed upon, but that the act works a peculiar hardship to his employees, whose right to labor as long as they please is alleged to be thereby violated. The argument would certainly come with better grace and greater cogency from the latter class."

Now, this, it seems to me, makes plain the fundamental issue in labor relations with respect to which the Congress has had to act, so far as railroad transportation is concerned, and they having acted, there is no other method to pursue. Employers and employees are not on an equality. Anybody knows that. How shall they be made equal? You can do two things. You can do as the court upholds here, pass a statute and have a whole lot of governmental regulation, or you can protect the right of the employees to organize.

Now, everybody in this country, presumably, has had the right to organize since the case of *Commonwealth* v. *Hunt*, in which
586 Chief Justice Shaw of Massachusetts ruled that it wasn't any more a conspiracy, if the purpose was legitimate, and to get better wages and rules and get an agreement was a legitimate purpose. Therefore, nobody has questioned the right of the employees to organize, but, notice, until this legislation came along, the employer had the actual right to destroy the organization. Well now, what kind of a right of private property would I have if anybody had the right to come in and take away that property? That wouldn't be a right. There hasn't been a right to organize as long as the employer could destroy that organization, and all this legislation has done, the legislation that I know about, the railway labor legislation, and all I think that this other legislation attempts is to make the right to organize a legal right. We ought not to trespass on that right; otherwise, what rights do you have to defend yourselves. If I have the right to walk on the street, that means that the policemen and all the government will see that nobody punches me on the jaw, but if I have to fight and carry a gun myself, I haven't any right in a real sense.

Now, this legislation is trying to set up the right to organize, which means a corresponding duty; do not trespass upon that right. When you have that right, if the employees are the equals of the employers, they respect each other; they can make business bargains, and you can avoid strikes; not always, because there is no sure
587 cure against foolhardiness, but compare what has happened in other industries with this collective bargaining method in the railroad industry. When they had to cut wages in the great depression, they said, "We think it necessary, we are sorry to say that we

have to cut wages", and the employers gave thirty days notice, under the contract. The employees representatives agreed to have a conference. They met in Chicago, they talked over all of their problems. They agreed and agreed later, when they had a conference, that those cuts would be slowly restored, and we didn't have to have the government butting in and police and legislation as to hours and wages and things of that kind. When you can enforce equal bargaining power, equal rights, then you have given the co-operation that business needs and in a business-like way.

Q. Thank you, Doctor. That is all.

Mr. BOWEN. For the purpose of the record, I move to strike out the testimony of the witness as being incompetent, irrelevant, and immaterial.

Chairman MADDEN. Motion denied.

Mr. BOWEN. Exception. I would like to cross examine the Doctor in the morning.

Chairman MADDEN. Very well. We will now adjourn until tomorrow morning at ten o'clock.

(Whereupon, an adjournment was taken until Friday, October 25th, 1935, at ten o'clock A. M.)

588 OCTOBER 25TH, 1935—10:00 O'CLOCK A. M.

HEARING RESUMED PURSUANT TO ADJOURNMENT

Present: J. Warren Madden, chairman; Edwin S. Smith, member; John M. Carmody, member.

Appearances: Same as before.

Mr. BOWEN. Due to the fact that Mr. Watts has informed me that he has no more witnesses and he hopes to get through today, I will waive cross-examination of the witness who was on the stand at the time of adjournment last night.

Mr. WATTS. I request that the Board take judicial notice, if there is no objection, of the statement and questionnaire issued by the Federal Co-ordinator of Transportation, dated September 7th, 1933, and of the same, dated December 7th, 1933, concerning the results of the inquiry made into transportation agencies. Of course, that is a report filed by the Co-ordinator with the Congress of the United States.

With that, if the Board please, we rest.

Mr. BOWEN. If the Board please, the Respondents move that the complaint be dismissed on the grounds that the evidence fails to prove the complaint under the National Labor Relations Act, under which this Board has jurisdiction.

589 Chairman MADDEN. Motion denied.

Mr. BOWEN. Exception.

Chairman MADDEN. Exception noted.

Mr. BOWEN. We will call Mr. Sundstrom.

S. R. SUNDSTROM, called as a witness, being duly sworn, testified as follows:

Direct examination:

Q. (By Mr. BOWEN.) Your name is S. R. Sundstrom?

A. Yes.

Q. Where were you born, Mr. Sundstrom?
A. I was born in Sweden.
Q. And, you came to this country in your early days?
A. When I was eight years of age.
Q. Where did you live when you came to this country?
A. In Hibbing, Minnesota.
Q. Was that the first place that you went into the bus business?
A. Yes; it was.
Q. You went to work as a young boy or a young man?
A. Yes; I was ten years old when I went to work in the mines at Hibbing.
Q. That is the iron mines?
A. That is right.
Q. Hibbing and the surrounding territory is what is known as the Iron Range of Minnesota?
A. Yes; it is.
590 Q. That is where the iron comes from that is shipped to Pittsburgh, to these big industries?
A. A great deal of it.
Q. When did you first go to work in the bus business?
A. In 1916.
Q. For whom did you first go to work?
A. Mr. C. E. Wickman.
Q. Where was Mr. C. E. Wickman born?
A. He was also born in Sweden.
Q. Did Mr. Wickman work in the iron mines around Hibbing?
A. He was a diamond driller, exploring for ore bodies.
Q. When you worked for Mr. Wickman, what did you do?
A. I drove a bus.
Q. How many years did you drive a bus?
A. About seven years.
Q. Did you ever work in the mechanical department or the shops?
A. I did.
Q. Was Mr. Wickman a bus driver as well as being the owner of the property?
A. Periodically, after I went to work.
Q. This was a comparatively small operation, was it?
A. Yes; very small.
Q. What was the nature of these operations; that is to say, what was the need for a bus business in that locality?
A. The railroad service up there was very modest. Trains
591 few and far between.
Q. What I referred to was the different mine locations; they needed service?
A. Yes; primarily. The original operation was from the center of this town of about fifteen thousand people to many mine suburbs.
Q. Your father also works in this industry?
A. Yes; he does.
Q. In what capacity does he work?
A. He is a second class mechanic in one of our garages.
Q. Not in Pittsburgh?
A. No; he works in Washington.

Q. So that your experience, then, in the business, the bus business, has been in all of its departments?

A. It has.

Q. And, your life has been lived among the so-called working class?

A. Very much.

Q. When did you first come to work for the Greyhound Lines?

A. As it is constituted today, in 1928.

Q. How did you come to become connected with the Greyhound Lines in the East; that is, who hired you?

A. Mr. O. S. Caesar hired me.

Q. Who is Mr. Caesar?

A. He is the Vice President of the Greyhound Corporation at this time.

592 Q. And, is he also an officer of the Greyhound Management Company?

A. He is the President of the Greyhound Management Company.

Q. Where did Mr. Caesar come from; what was his experience in the business, the bus business?

A. Mr. Caesar was a garage operator in Superior, Wisconsin, when I first heard of him, and, later, he sold pleasure cars, Dodges and Studebakers and, finally, he started a bus operation between Superior and Duluth, Minnesota, and then later he was employed by the Northland Transportation Company.

Q. And, the Northland Transportation Company was a development of this transportation on the Iron Range?

A. A part of it.

Q. By Mr. Wickman?

A. Yes.

Q. And, they operated originally between the Iron Range and Duluth and the Twin Cities?

A. That is correct.

Q. Mr. Caesar's experience has been along mechanical lines and as a mechanic?

A. Very much mechanical.

Q. And, has Mr. Caesar continued his mechanical connection, that is, his relation with the construction and equipment of buses?

A. Yes; he is the man who heads the specifications com-

593 mittees for equipment, generally speaking.

Q. Now, your buses are built by——

A. The General Motors Truck Company at this time.

Q. General Motors Truck Company?

A. Yes.

Q. When you came east to the Greyhound Lines, where did you first locate?

A. Well, I was assigned to work at Chicago, as an inspector, in 1928, riding the buses as far west as Kansas City and to the east as far as New York City and Washington.

Q. What do you mean by inspector?

A. Well, the general offices were in Chicago and I rode the buses, practically night and day, and made daily and weekly reports on what I observed, and suggested changes that were sometimes incorporated.

Q. That is, as to the efficiency of operation?
A. That is correct.
Q. (By Mr. SMITH.) May I ask a question, Mr. Bowen?
Mr. BOWEN. Yes, sir; certainly.
Q. (By Mr. SMITH.) Is an inspector the same as a checker that has been referred to?
A. No; not at all. An inspector is some person who, at that time at least, was well known to all who were employed.
Q. (By Mr. BOWEN.) When did you first come to the operation that is now known as the Pennsylvania Greyhound Lines?
594 May it please the Board, when I use the name Pennsylvania Greyhound Lines or the Pennsylvania System, we mean this group of operating companies which is owned by the Pennsylvania Greyhound Lines, Inc., which is a separate corporation or system.
Mr. CARMODY. What is owned by that? Does one of these charts show what is owned by that, either of these charts?
Mr. BOWEN. The companies, all except one of them, are listed in paragraph 9; is that right, Mr. Watts?
Mr. WATTS. Beg pardon?
Mr. BOWEN. Is it paragraph 9 or paragraph 4 that these companies are listed in?
Mr. CARMODY. In the complaint?
Mr. BOWEN. There it is there (indicating).
Mr. WATTS. Yes.
Chairman MADDEN. You say "all except one"?
Mr. BOWEN. Yes. I think the Peoples Rapid Transit is another corporation, owned by another corporation.
Chairman MADDEN. That is the Bryn Mawr operation?
Mr. BOWEN. No; that is a corporation which operates from New York through Philadelphia and Washington. The Bryn Mawr operation is a small local bus company. Read the question.
(Question read by reporter.)
A. February 1929.
Q. And, that bus operation was not in effect prior to the
595 time that you came here?
A. Yes; it was.
Q. Do you know when the first operation was put through by the Greyhound Lines from Chicago to New York?
A. I believe it was January 1, 1928, when the extension was made from Cleveland to Philadelphia.
Q. And, prior to that time the developments of the Greyhound group had been west of Cleveland and had been in Detroit and in the northwest area?
A. That is right.
Q. Now, Mr. Sundstrom, for the purpose of giving the Board information, this Pennsylvania Greyhound Lines, Inc., which is the holding corporation of these operating companies, one-half of the stock of that company is owned by subsidiaries of the Pennsylvania Railroad, as I understand it?
A. As I understand it, half of the stock.
Q. (By Chairman MADDEN.) Is that fifty percent? Is that what you mean by one-half?
A. That is correct.

Q. (By Mr. BOWEN.) Yes. And, the other half is owned by the Greyhound Corporation?

A. That is correct.

Q. Who is the head of the Greyhound Corporation?

A. Mr. C. E. Wickman is the President.

Q. Is Mr. Wickman also connected with the Board of the
596 Pennsylvania Greyhound Lines, Inc.?

A. He is Chairman of the Board of the Pennsylvania Greyhound Lines, Inc.

Q. What is the necessity for these different operating companies that you have to carry?

A. State lines require, in nearly every instance, that a corporation in that state must be operated in that state, in order to obtain intrastate certificates.

Q. And, certificates for operating routes there are granted to you under the state laws?

A. That is correct.

Q. Now, Mr. Sundstrom, have you prepared a written statement in reply, generally, to the charges that are made in this complaint?

A. I have.

Q. Will you read it?

A. Yes, sir.

Mr. BOWEN. Would the Board like to have copies of that statement to follow?

Chairman MADDEN. We should be glad to have it.

Q. (By Mr. BOWEN.) Proceed, Mr. Sundstrom.

A. I am President and General Manager of Pennsylvania Greyhound Lines, Inc. Pennsylvania Greyhound Lines, Inc., is the owner of all of the stock of certain corporations operating as common carriers by motor vehicles named in Paragraph 4 of the com-
597 plaint in this proceeding, except that of Pennsylvania Greyhound Lines of New York, Inc. The stock and assets of this latter named corporation have been sold. It also acts as fiscal agent in performing certain bookkeeping, auditing, and financial services. It possesses no Certificates of Public Convenience and Necessity to operate motor buses on the public highways as required by the laws of the various states to so operate. As fiscal agent it supervises payrolls, and pays employees at the Pittsburgh garage, allocating payments to operating companies using the services of such garage in proportion to use. Its services at the Pittsburgh garage are used by the operating subsidiaries of Pennsylvania Greyhound Lines, Inc., and they are also used by certain other motor bus companies not owned by Pennsylvania Greyhound Lines, Inc., and to which other companies direct charges are made for services performed. Pennsylvania Greyhound Lines, Inc., owns no buses or vehicles operating as common carriers on the highways. The Pennsylvania Greyhound Transit Company is the lessee of the Pittsburgh garage, and owns the equipment therein.

Safety of operation of motor vehicles on the highways is the first and primary duty a motor bus company owes to the public and to the Public Regulatory Boards or Commissions which regulate motor common carriers in all the States. It is also the basis of success in

motor bus operations. Large sums are expended by the Grey-
598 hound companies in achieving safety of operations. Competitive contests are waged among the different divisions of the Pennsylvania Greyhound Lines, as well as among the different Greyhound companies in an effort to constantly improve the standard of safety. Bonuses are paid employees to stimulate activity in furthering and maintaining safety. Large investments have been made in constructing and equipping garages to insure mechanical safety and efficiency of the vehicles used by the company on the public highways.

Pennsylvania Greyhound Lines has selected and trained personnel, both supervisory and operating, with the necessity of safety always in mind. Record systems of checking mechanical defects and insuring corrections have been installed to guard against placing in road service a vehicle not mechanically perfect.

The Pittsburgh Garage is located strategically for service to the buses operating through the mountainous regions of Pennsylvania and contiguous and surrounding territory. These buses operate under the regulatory jurisdiction of the Public Service Commission of Pennsylvania, and other states, pursuant to Certificates of Public Convenience and Necessity issued by those Commissions and in accordance with the laws of those states. The vehicles operate subject to the public powers of these states as common carriers of passengers
on the highways. The drivers of the vehicles are required to
599 be licensed under the laws of the states.

The operation of the Pittsburgh Garage is conducted under the supervision of W. A. Duvall, General Manager of Maintenance for Pennsylvania Greyhound Lines, and persons employed in the Maintenance Department are subject to his direction. During the month of July reports coming to my attention disclosed numerous failures in the operating vehicles serviced at the Pittsburgh Garage. The matter was discussed with Mr. Duvall, and he proceeded to investigate. He found that the unwarranted number of road failures of vehicles was due to neglect and inefficiency of employees to perform their duties.

Q. (By Mr. Bowen.) Did he report to you, Mr. Sundstrom?

A. He did.

Q. All right. Proceed.

A. His is the responsibility for efficiency in the garage, and he possesses authority to take measures necessary to correct any such situation. During the latter part of July, after all employees at the Pittsburgh Garage had been advised that unless the situation in the Maintenance Department was corrected it would be necessary to shift some of the maintenance work to other garages, occurred a most serious accident, resulting in heavy property damage and injury to sever-l persons. The accident, to date, has cost the company in
excess of $5,000.00 in claims, and some claims are still out-
600 standing. The accident occurred in connection with a vehicle just serviced at the Pittsburgh Garage. The question of the faulty service of the vehicle was involved in the accident. The situation at the Pittsburgh Garage had to be improved, and steps were taken to do so. When human life is involved, and employees and officials of the company are subject to the possibility of indict-

ment and criminal prosecution, inefficiency cannot be condoned. It was decided to remove from the service inefficient employees in the Pittsburgh Garage. As a result of this decision, Albert Burns, John Rihr, Emil Law, and Edwin Matthews were discharged. It was also decided that certain repair work which was being performed at Pittsburgh would be transferred to Chicago. C. D. Lehman, Steve Mitchell, Lester Moberly, and Albert McKelvey were removed from service in consequence of the work transferred to Chicago. Robert Maxwell was later discharged for cause.

Q. (By Mr. SMITH.) May I interrupt? There is a distinction there, "Removed for cause" and "discharged for cause"?

A. Yes; that appears a little later in the statement.

Q. (By Mr. BOWEN.) Proceed with your statement.

A. Each employee discharged from the service of the Company was discharged for proper cause and employees removed from service in force reduction were taken out of service because they were junior men in their class of service.

None of these employees were discharged or laid off because
601 of any union affiliation or because of any intention or desire on their part to join any union or labor organization. Neither I, nor, to my knowledge, did any of our other supervisory officials, know that any of these men were members of Local No. 1063, of the Amalgamated Association of Street Electric, Railway and Motor Coach Employees of America. Until the service of the complaint in this proceeding on October 10, 1935, organization membership had not been brought to our attention. We had no knowledge that any of these men claimed to belong to any labor organization other than the Employees Association of Pennsylvania Greyhound Lines, Inc. No official or supervisory employee of Pennsylvania Greyhound Lines, Inc., to my knowledge, had ever urged, persuaded, warned, or advised any employee to refrain from joining any union organization of his or her own choosing, either at the Pittsburgh Garage or elsewhere, nor has any attempt been made to interfere with their rights to do so. On the contrary, all employees have been notified, through posting of notices in garages and elsewhere, since the passage of the National Industrial Recovery Act, of the rights pertaining to all employees under Section 7–A of that Act, which provisions have been carried into the National Labor Relations Act. Subsequent to the passage of the National Labor Relations Act a bulletin was circulated by the General Counsel of Greyhound Lines to all Greyhound companies, and brought to the attention of the officials
602 of the Pennsylvania Greyhound Lines, expressly setting forth the rights of employees preserved under the National Labor Relations Act. I hand you copy of such bulletin.

Mr. BOWEN. Just a minute. Just mark this as an exhibit.

(Paper marked "Respondents' Exhibit No. 4 for identification.")

Mr. WATTS. This appears in what?

Mr. BOWEN. Off the record. Let me explain how this arises. This was a copy made from a copy that one of the other Eastern Greyhound Lines had. Now, I have the original that was sent to Mr. Sundstrom. It was a memorandum which was mimeographed in my office in Minneapolis and sent out and it was received by Mr. Sundstrom—I am informed that it was received on the 7th of August.

Mr. WATTS. I would like to have that date set. It is rather important, and I want the date set.

Mr. BOWEN. I have a copy of this here some place, with the date stamped on it.

Q. (By Mr. BOWEN.) It was after the passage of the Act and before the appointment of the Labor Board, was it not? It was received, as shown by the stamp, on August 7th, 1935, by Mr. S. R. Sundstrom?

Mr. WATTS. Is that your recollection, Mr. Sundstrom?

A. That is my recollection, yes.

Mr. WATTS. Then, may we have the record show the date?

A. Shall I proceed?

603 Chairman MADDEN: Was it circulated otherwise at the same time?

Mr. BOWEN. It was circulated to all of the companies, all of the Greyhound Companies, all systems from the Pacific Coast to Boston, about one dozen different systems.

Chairman MADDEN. Will there be testimony as to what the companies did with it, whether they posted it in the shops or whether they put it away in the files or what they did with it?

Mr. BOWEN. Yes, I think there will be testimony by Mr. Sundstrom as to what was done with it. We expect to bring in witnesses to show that it was posted in these garages. There are a great many of these companies that are not connected with these systems but this was the general plan that was sent out by me to advise the officials of the company as to what the provisions of this Law were and generally to call their attention to the fact that there was such a law.

Mr. CARMODY. Is that all of the information they got from you as to what the law required them to do?

Mr. BOWEN. Do you want this on the record?

Mr. CARMODY. I would like to have it on the record, because there are certain specific things in the law which the companies are required to do and if this is what was circulated to them, there may be some reason for it.

Mr. BOWEN. Well, there was circulated to them a statement by one of these service bureaus, as to what were the provisions

604 of the Labor Relations Act.

Mr. CARMODY. What do you mean by a "Circulation Bureau"?

Mr. BOWEN. One of these service bureaus. I think that this came through the Illinois Employer's Association Service Bureau. I think there was one from another service bureau, as to labor organizations.

Mr. CARMODY. So from those two sources they got information as to what the law was?

Mr. BOWEN. Furthermore, at a conference in Chicago with all of these officials of the systems, we presented the fact that there were these new relations, also the Social Security Act and all this legislation.

Mr. CARMODY. Were there any minutes kept of that conference in Chicago?

Mr. BOWEN. No; I don't think so. If the Board wishes me to, I will testify to what was done. It was just a general conference; just the general service that an attorney gives his client.

Mr. CARMODY. These other two services that you spoke about—I suppose that either one of them was dependable?

Mr. BOWEN. They were both pretty close to the mark. They may have been biased one way or the other but I think they gave a fair statement as to what this law was. Maybe I can find it here and give this Board, if it wants it, the information about what
605 that was. I will look it up at noon and will be glad to let the Board look at it.

Chairman MADDEN. All right.

A. May I proceed, Mr. Chairman?

Chairman MADDEN. Yes.

Q. (By Mr. BOWEN.) Proceed with your statement.

A. No officials or supervisory employee of Pennsylvania Greyhound Lines, Inc., has ever urged, persuaded, warned, or threatened the individuals named in Paragraph 12 of the Complaint in this proceeding, or any employee of Pennsylvania Greyhound Lines, or by surveillance, or otherwise interfered with, restrained, or coerced any of them in their right guaranteed by Section 7 of the National Labor Relations Act. Neither have any officials or supervisory employees engaged in any unfair or improper labor practice.

Mr. WATTS. Pardon me. If the Board please, that, obviously, is subject to objection as a matter beyond the knowledge of the witness. I do not want to interrupt him as he goes through his statement. Therefore, may I have a general objection to this statement, as to any matters that are not within the knowledge of the witness.

Q. (By Mr. BOWEN.) I will qualify that. That is as to your general knowledge and belief.

A. That is right.

Mr. WATTS. May my objection run to the whole statement?

Chairman MADDEN. Objection overruled. Do you want to
606 qualify that part of the statement which he just read?

A. Yes; I will say, "to the best of my knowledge and belief."

Q. (By Mr. BOWEN.) There are things in this statement, the information as to which you obtained from your subordinate officers?

A. Naturally.

Q. And when you were preparing this and after you received the complaint notice, did you confer with your subordinate officers and check up on the matters that you are now stating in here, so as to obtain the information?

A. I did, very thoroughly.

Mr. CARMODY. Several officials have been named here as having knowledge that these men were joining the union or interested in joining the union. Did you confer with those officials, too, and did they deny that knowledge to you, specifically, Mr. Nyland, who was reported to have been outside of this hall when the men were organizing? Did you speak about that to him and do you speak of him here as having no knowledge of these men organizing a union or being interested in that organization?

Mr. BOWEN. In order to get this record straight, about these things that you are talking about, Mr. Nyland has denied to you that he made some of these statements testified to by these witnesses and that he intimated them?

A. That is what I refer to.

607 Q. (By Mr. BOWEN.) And this information that you have is the information that you had as of the time of the filing of the complaint?

Mr. CARMODY. That is my understanding.

Chairman MADDEN. You don't intend to have Mr. Sundstrom speak for all of those people, do you?

Mr. BOWEN. Oh, no; there will be other witnesses, and I will say to the Board, if the Board desires to call any of these employees whom we do not call, we will be glad to produce them.

Mr. SMITH. I want to make sure that I get the intent of your last statement, Mr. Bowen. Did I understand you to say that this statement of Mr. Sundstrom's was prepared on the basis of information received by him from these subordinate officers prior to this proceeding before the Board? That is, prior to this hearing.

Mr. BOWEN. I should have confined it to this paragraph. What I am trying to bring out is this, that Mr. Sundstrom has sat in this room and heard statements from these men about this case.

Mr. SMITH. Oh, yes; statements were made on information he had prior to these charges, in this court room.

Mr. BOWEN. Yes; and this statement is made on his knowledge or what he had been informed by his employees, but he certainly
608 had knowledge of what these witnesses have said. My statement refers to that paragraph which he just completed reading. Proceed with your statement, Mr. Sundstrom.

A. No representation has ever been made to the officials of respondent companies that Local Division No. 1063 of the Amalgamated Association of Street Electric Railway and Motor Coach Employees of America represented in any manner the individuals named in Paragraph 9 of the Complaint or any employees of Pennsylvania Greyhound Lines. No official of the respondent companies has any knowledge that the individuals named in Paragraph 9 of the Complaint or any employee of Pennsylvania Greyhound Lines is, or has been, represented by such Local Division No. 1063, of the Amalgamated Association of Street Electric Railway Motor Coach Employees of America.

Q. (By Mr. BOWEN.) Mr. Sundstrom, that paragraph relates to the fact that you prepared the statement as of the date of this complaint?

A. That is correct.

Q. You have had that information, or heard it, since you sat in the court room?

A. Yes; I have listened every day.

Q. Proceed with your statement.

A. Or any other labor organization, other than the Employees Association of Pennsylvania Greyhound Lines, Inc.

The employees of the Pittsburgh Garage, during the time mentioned in the Complaint, were, and now are, represented by
609 the committeemen of the Employees Association of Pennsylvania Greyhound Lines, Inc., duly elected in accordance with the By-Laws, and the rules and regulations governing the said Employees Association of Pennsylvania Greyhound Lines, Inc. The employees at the Pittsburgh Garage come within the Regulations for the Government of Employees in the Maintenance Department. I

hand you Memorandum of Understanding Covering Method to be Followed in the Handling of Questions between the Management and the Employees; a copy of the By-Laws of the Employees Association of Pennsylvania Greyhound Lines Inc., a copy of the Regulations for the Government of Employees in the Maintenance Department; and a copy of the By-Laws of the Bus Operators, Maintenance Employees, and Clerical Employees Joint Reviewing Committee. There are four documents there.

Mr. WATTS. May I ask if those documents are the same as Board's Exhibits 66, 67, 69, and 70?

Mr. BOWEN. I think one of them shows a later date. This is revised to January 15th, 1935.

Mr. WATTS. Which one would that be?

Mr. BOWEN. That is the Memorandum of Understanding.

Mr. WATTS. You are going to put this one in again?

Mr. BOWEN. Yes. There is one other document he mentioned and that is one that relates to drivers and clerical help, which was attached, so the Board will have a complete copy.

610 Mr. SMITH. These are the By-Laws and Memorandum of Understanding and so forth under which the Association is currently operating? They include the amendments and so forth?

A. That is correct.

Mr. CARMODY. This third one, Regulations for Employees in the Maintenance Department, is just a bulletin?

A. No; that is in the form of an agreement between the maintenance employees and the management, which was signed by the whole committee for the employees and signed by myself.

Mr. BOWEN. Mark these as exhibits.

(Papers marked "Respondents' Exhibits Nos. 5, 6, 7, 8, 9, and 10 for identification" respectively.)

Mr. BOWEN. We offer in evidence Respondents' Exhibits 4, 5, 6, 7, 8, 9, and 10 for identification.

Chairman MADDEN. They are admitted.

(Respondents' Exhibits Nos. 4, 5, 6, 7, 8, 9, and 10 for identification, received in evidence.)

Q. (By Mr. BOWEN.) Now, this Respondent's Exhibit No. 5 which is the Memorandum of Understanding is signed by R. J. Davidson, O. F. Zimmerman and Mr. Charles Cunane. Were those the employees' representatives?

A. That is correct.

Q. And the Mr. Davidson who signed that is the Mr. Davidson who testified here yesterday for the Board?

611 A. That is correct.

Q. And this was also signed by you, as president, for the management?

A. Yes, sir.

Q. You may proceed.

A. As will be noted, under these Regulations, provision is made for methods to be followed by any employee who may have a complaint in regard to his discharge, furlough, or discipline. Adequate remedies are available to all employees, through the various steps provided for consideration and review of claimed injustice or departure from the rules provided. The procedure outlined in these

By-Laws and Rules and Regulations was available to all of the individuals named in Section 9 of the Complaint. None of these individuals named in Section 9, either individually or collectively, ever made complaint to the Management in connection with their furlough or discharge, or attempted in any manner, to take advantage of the rules and regulations governing their rights as employees, or as members of the Employees Association of Pennsylvania Greyhound Lines, Inc.

The said Lehman, Mitchell, Moberly, and McKelvey were removed from service account reduction in force, in accordance with their seniority standing, pursuant to rules and regulations governing reduction of the force. The said Burns, Rihr, Law, Matthews, and
612 Maxwell were discharged for proper cause and made no complaint or request for review, as they were entitled to under the rules and regulations of the Employees Association of Pennsylvania Greyhound Lines, Inc.

The disciplinary actions taken and the transfer of work from the Pittsburgh Garage to other points was effective in correcting the inefficient situation existing at the Pittsburgh Garage. Records show that improvement in the service was noticeable immediately following the taking of disciplinary action at Pittsburgh and the transfer of certain of our maintenance from Pittsburgh to other points. Every officer and supervisory employee of the Pennsylvania Greyhound Lines would have been held open to severe criticism from the public and officials of regulating bodies, both state and federal, had the necessary action not been taken.

Employee and Management relations on Pennsylvania Greyhound Lines have, in the past, and are now, carried on in a spirit of understanding and co-operation. We have not had what are termed labor difficulties. Our employees are apparently satisfied to carry on under such relations, as they have in the past. We consider that success in our business can come only from a co-operative spirit between the officials and the employees, and it is a first duty of the Management to maintain a happy relationship between the officials and the employees. We have never denied, and do not now deny, the right of an employee to join any organization he may
613 choose, and elect whom he will to represent him. We cannot, however, permit the fact that he belongs to any particular organization be an excuse for inefficiency or lack of attention to his duties, especially in view of the responsibility we owe to the public in carrying on transportation on the public highways.

Q. (By Mr. Bowen.) Now, Mr. Sundstrom, you have referred to the regulations of the states as to safety. Do the states supervise the safety of the operation of these vehicles?

A. They do.

Q. What do they do in connection with the inspections for safety, and refer to the different states?

A. Different states have different rules and regulations. However, in the state of Pennsylvania, twice annually we have to have every vehicle inspected by an authorized garage, in order to get a sticker showing that they have been inspected and approved, before they can operate. In the state of New York, and the City of New York, through its Transit Commission, they have very rigid rules and

regulations governing the type of vehicle to be operated and the safety features of it.

Q. In the state and city of New York recently there was a wave of legislation for safety over the state, regarding the safety of operation of buses?

A. Yes, there has been.

Q. What gave rise to that?

614 A. A very serious accident near Ossining, New York, where a bus went over a balustrade, resulting in, I believe, the deaths of some eighteen members of a Democratic Club from Brooklyn.

Q. And have officials and inspectors from the City of New York talked to you about this accident and the laws or rules and regulations passed, as a result thereof?

A. No official has talked to me personally about it, but, of course, I have been informed through the receipt of bulletins.

Q. You mean from public regulatory bodies?

A. Yes; from the New York Transit Commission.

Q. (By Mr. SMITH). May I ask a question?

Mr. BOWEN. Yes, sir.

Q. (By Mr. SMITH). You say a bus went through a balustrade on a bridge?

A. Yes; and I believe it dropped down a number of feet on to a railroad siding and the bus caught fire afterwards.

Q. What was the cause of the accident?

Mr. CARMODY. Brakes?

A. I believe it was faulty brakes that was the primary cause of it. The vehicle got out of control going up a rather steep grade and the driver could not make the turn on a curve off of the straight road going onto the bridge.

Q. This was not a Greyhound bus?

615 A. No; the Sightseeing Company of New York, I believe.

Q. (By Mr. BOWEN.) Do you know whether or not the officers of that company were indicted and tried?

A. They were.

Q. Go ahead and give the details.

A. Specifically, I believe Mr. Duvall can give you more detailed information as to what the regulations require.

Q. Now, what about the state of New Jersey?

A. The state of New Jersey requires that every new vehicle that is purchased by a motor bus company operating on the highways in New Jersey must be submitted to their inspection department for an inspection and they will either approve or disapprove the vehicle.

Q. Now, what about the state of Maryland?

A. Maryland also has an inspection law and the District of Columbia has an inspection law before you can receive your plates annually.

Q. Have you had knowledge of one of these buses operating from New York to Washington being inspected three or four times?

A. Yes.

Q. On one trip, by state inspectors?

A. Yes. Shortly after the Ossining accident in New York, there was a wave of inspections instituted by all regulatory bodies
616 and one of our buses, I have been informed, was stopped in the City of New York, after it got through the Holland Tunnel, in the state of New Jersey, in the state of Pennsylvania, in the state of Maryland, in the District of Columbia, all on one trip, from New York to Washington, about two hundred and forty miles.

Q. (By Mr. CARMODY.) That was one of the Greyhound buses?

A. Yes.

Q. Was anything found wrong in any of those inspections?

A. Nothing that I can recall that made it necessary for the vehicles to be pulled off of the run.

Q. (By Chairman MADDEN.) Will the new Act as to the regulation of the business put that kind of thing under the Federal Government, so that there will be no duplication?

Mr. BOWEN. No; the safety division is a state right.

In addition to that we will just have the Federal Government also. It will not take it out of the hands of the state, in our opinion. It is just the same as in the operation of a railroad. It is a police power that the state has. As I understand, on a railroad, a railroad engineer may be required to pass an examination by a state board, but it is our understanding that this is just going to be additional and the safety feature, as included in the motor carrier Act will just be additional.

Q. Well, now, Mr. Sundstrom, when this inspection was going on, and following the Ossining accident, in New York and New
617 Jersey there were a great many buses of companies generally that were checked, stopped and checked and reported as being defective?

A. Yes; there were.

Q. And in some cases they would get the Greyhounds?

A. Yes; that is correct.

Q. But as a general thing, your operating organization felt themselves lucky that they were not caught with anything serious?

A. That is correct.

Q. What other states also have similar regulations?

A. The state of Pennsylvania has an inspection law. The state of Ohio has an inspection law which permits their inspectors to stop any of our vehicles at any time for an inspection and if the vehicle is found unfit for service it would be pulled off the road immediately.

Q. Now, were you cited before the Ohio Commission, some years ago for the revocation of your operating rights in Ohio?

A. We were.

Q. Just go ahead and relate what you know of that proceding, what the nature of it was?

A. An accident occurred near Eaton, Ohio, I believe it was in 1930, wherein two or three passengers were either killed or fatally injured, resulting in their death.

Q. (By Mr. CARMODY.) Was that a Greyhound bus?

618 A. That was a Greyhound bus, yes; and the driver was also seriously injured. Mr. Caeser was at that time president of the Pennsylvania Greyhound Lines. He was indicted by, I believe,

Pebble County, for manslaughter. Our general traffic manager, Mr. Colter, was indicted for manslaughter, as well as the driver. There was a good deal of publicity about the accident and a great deal of feeling stirred up against all motor bus operations at that time. Some weeks after the accident, we were cited before the Public Utility Commission of Ohio, to show cause why our certificate of convenience and necessity in the State of Ohio should not be revoked because of operating improper vehicles, unsafe vehicles, on their highways.

Q. What you refer to as the certificate of convenience and necessity, that is the State license to operate over its highways?

A. That is correct.

Q. And therefore certificates of public convenience and necessity are required in order to operate a bus?

A. That is right.

Q. (By Mr. CARMODY.) As a common carrier?

A. As a common carrier, yes.

Q. (By Chairman MADDEN.) What was supposed to have been the matter with that bus?

A. The bus was very badly damaged as a result of the acci-
619 dent. It was practically an impossibility to determine whether or not there was a mechanical defect or what was wrong. It was a rainy night and the driver hit the side of a concrete culvert head-on and he went down into a creek which this culvert was protecting. I don't know.

Q. (By Mr. BOWEN.) The indictment against the officers and driver was dismissed within a couple of years afterwards?

A. They were all dismissed, as far as the manslaughter indictment was concerned. I might add, within the last year and a half or two years, a motor bus company operating in the State of Ohio had all of its certificates revoked because of operating unsafe vehicles.

Q. Would you mind stating what bus company that was?

A. The Nevin Bus Lines.

Q. Now, Mr. Sundstrom, there has been put into evidence here the so-called reclassification of employees. Will you state how that reclassification of employees came to be worked out by the company?

A. The reclassification was a request presented to me in November 1933 by this committee, by R. J. Davidson, chairman of the employees' general committee, saying that the maintenance department employees through their committeemen, had requested that they be classified into crafts. That was the first time that it was brought to my attention,
I believe, by Mr. Davidson, and again, I think—not Davidson,
620 but Mr. Halloran, from Philadelphia, at a later date, again brought the subject up. The result of that request was that the maintenance department, through its general manager, worked for a long time, over a period of several months, trying to arrive at a classification, which finally resulted in the one that was placed in effect on January 1st, 1935.

Q. (By Mr. SMITH.) Why did Mr. Davidson and these other employees want a re-classification?

A. There were various reasons, sir. Primarily, they felt that there were maintenance people working at the same bench, receiving different rates of pay and that we should classify them, because they were all classified as one class and they wanted to be separated,

segregated into a craft or a classification for each and every one of them, so they would have knowledge of what he was considered by the company and that the rates of pay be based upon his ability.

Q. Well, was Mr. Davidson's suggestion prompted, have you any reason to know, by suggestions from other employees?

A. Yes; I am quite sure that he was asked by other employees, because Dividson was a driver. He had, himself, no knowledge of what would be their desires, unless he was told by somebody.

Q. Did he make any suggestions himself as to how the classification might be carried out?

A. None that I can recall. At no time, during the period
621 the matter was first called to my attention, from that time, did we receive a recommended classification, except from the maintenance department at Indianapolis. That was given consideration by our manager of maintenance and, in itself it was not adopted.

Q. Well, there was no proposal that this be made a matter of joint discussion, simply that the company re-classify?

A. That is correct. Of course, at this meeting when this was called to our attention, which, I believe, was the first meeting after the organization of the employees' association, both the employees and the management were rather at sea as to just how the association should function, and there were general impromptu discussions at these first meetings as to how to proceed, how to accomplish anything that might be of mutual benefit.

Mr. SMITH. I asked that question because it seems to me a little bit strange that a thing that might affect the constituency of these representatives so vitally as a re-classification should not be proposed by the representatives as a subject for joint discussion. However, you have testified that it was not.

A. They asked to be classified; yes.

Q. (By Mr. BOWEN.) In this re-classification, were there minimum amounts of pay status set for the different classes of work?

622 A. Yes.

Q. You had some employees who were being paid more than the maximum set up in the classification?

A. Yes; we had some employees.

Q. What happened to them?

A. Their pay was not reduced over what the new classification showed for that job. Others were receiving less than the amount in the classification.

Q. You had some employees who were receiving less than the minimum?

A. Yes.

Q. What happened to them?

A. They were immediately advanced to the minimum.

Q. So, there were many changes in pay because of the re-classification?

A. Yes.

Q. Mr. Sundstrom, Mr. Davidson testified, as he expresses it, to being humiliated at one of the meetings of the employees' association. Can you state what happened in that regard?

A. Yes. After the organization was formed and before the November meeting in 1933, the regional manager at Philadelphia telephoned me, stating that Mr. Cunane, who was the employee representative in the Philadelphia region, had complained that Davidson was visiting in his territory and Cunane felt that he was capable of looking
623 after his constituents and did not desire Davidson to come into his territory. The same message was received by me, and it was also mentioned to me by L. C. Major, the regional manager in Washington. When the general committee came to Cleveland, I called this to the attention of Davidson, before the committee, stating that in my opinion I thought that he should confine himself to his own region, by whom he was elected as a committeeman, excepting the meetings at Cleveland, when he was acting as a general chairman.

Q. Was there any thought on your part of endeavoring to humiliate Mr. Davidson?

A. None whatever.

Q. That wasn't your intention?

A. No.

Q. Merely to settle up difficulties that had arisen?

A. Yes.

Q. (By Mr. SMITH.) May I ask just one question about this reclassification?

Mr. BOWEN. Yes, sir.

Q. (By Mr. SMITH.) Were the other employees classified at the same time?

A. By "other", do you mean other garages of the Pennsylvania Greyhound?

Q. Yes?

A. All of the Pennsylvania Greyhound Garages received the
624 same classification at the same time and, in addition thereto, the garages of the Eastern Greyhound Lines, all of which Mr. Duvall is general manager of maintenance over received it.

Q. (By Mr. BOWEN.) Were there lists of seniority prepared to operate under this classification?

A. That is my understanding, yes.

Q. And, Mr. Duvall, in the maintenance department had charge of that?

A. Yes, he has.

Mr. BOWEN. I will introduce those exhibits.

Q. (By Chairman MADDEN.) Did you preside over these joint committee meetings at Cleveland?

A. I did not preside over any of the joint reviewing committee meetings. I am not a member of the joint reviewing committee. However, how I came to talk in front of both the employee members and the management members on this particular occasion, I don't recall. It was never done afterwards. The general committee of the employees met with the president, however, after the joint reviewing committee has had its meeting and disposed of its functions.

Q. (By Mr. BOWEN.) You mean by "President" yourself?

A. That is right.

Q. What is the purpose for meeting with the president?

A. What is the purpose of meeting with the president?

Q. Yes.

625 A. The purpose is to bring up and discuss with him any matters that they feel should be discussed with the president of the company which might be beneficial to them, matters that are not subject or, at least, have not been necessary to bring before the joint reviewing committee, that being a body to dispose of matters where disagreement has arisen between the management and employees in the regions and have not been settled and are brought to the joint reviewing committee for disposition.

Q. And is that generally done now, that they meet with the president and do they request these meetings in order to discuss things which affect them?

A. Every three months, yes.

Q. (By Mr. CARMODY.) What would be an example, a good example of something that this committee would bring to your attention, that it would not discuss in the reviewing committee?

A. For instance, Mr. Carmody, last Friday I was here in Pittsburgh, had an appointment here that I couldn't change.

Q. Quarterly meeting?

A. Yes. I asked them to come to Pittsburgh instead of the usual meeting place at Cleveland. They asked about arranging for two fog lights to be installed on every vehicle we operate. They asked for a large stop light, much larger than those now attached to our vehicles, to be attached to help them in avoiding rear end

626 collisions after the vehicles had been stopped at railroad crossings, which do occur.

Mr. BOWEN. That is what he wants. Do you want any more?

Mr. CARMODY. No.

Q. (By Mr. BOWEN.) That is something in which the company itself is the one that dictates, it has to do with things of that nature?

A. That is correct. They asked the right to wear long trousers in the summer time, which was another thing that was brought up last Friday.

Chairman MADDEN. I want to stop just a minute on this Davidson incident. I still cannot quite understand why you, as president of the company, should tell Mr. Davidson so emphatically what his function was as chairman of this joint committee. It would seem to me that that was a matter which should be told him by his fellow members on that committee and that you forgot for a moment that after all this was an employees' representation plan and was not a creation of the president of the company?

A. As I stated earlier, the management, as well as the employees were very new about this plan and as to these functions and as to what was proper and what was improper. I don't think I would make the same statement to a general chairman again. Nevertheless, the complaint was made by a committeeman to his supe-

627 rior, as far as the company was concerned, in his locality, that his rights were being infringed upon by a man who came from another region.

Q. (By Chairman MADDEN.) As you see it now, don't you think that this employees' representation plan might function better for

the benefit of the men, if the general chairmen should go about to the different regions and see what is going on there and make suggestions and tell them what was going on in other regions and head the thing up in a way so that the chairmen might, from their joint opinions be better familiarized with it than just to let them go separately and have their representatives meet four times a year?

A. Undoubtedly, it would be helpful for the chairmen to go around, providing that the men or women representing these particular constituents are requested to come around and discuss matters. As it turned out, Mr. Chairman and Members, the first committee apparently had some jealousies between the members themselves.

Chairman MADDEN. I think that is easily understandable.

Q. (By Mr. BOWEN.) This occurred in 1933?

A. That is correct.

Q. Now, Mr. Sundstrom, have any of these employees here, who are named in this complaint and who have been fired or who have been discharged, made any application to you for reinstatement?

A. None.

628 Q. Mr. Golden, Regional Director of the Labor Board for this region, testified yesterday relative to calling you on the telephone about a meeting with him regarding the difficulties which arose about paying off or discharging these men. Will you relate what took place in the conversation between you and Mr. Golden?

A. Mr. Golden telephoned me in Cleveland, that is, long distance from Pittsburgh, and requested a meeting with me to discuss the discharge or dismissal or firing, or whatever it was, of these employees, who had apparently appealed to his body for some relief. I agreed with Mr. Golden to such an appointment. It was, I believe, on a Saturday, near noon, when he telephoned to me, and the appointment was arranged for the following Monday afternoon at Pittsburgh. After I had agreed with Mr. Golden to the appointment, thinking the matter over, I telephoned to you in Minneapolis.

Q. Are such things usually referred to me, Mr. Sundstrom, before there is any action taken?

A. They always are. Your instructions to me were to try to reach Mr. Golden immediately and cancel the appointment, because you wanted to be present when I had any discussion with him regarding these employees and that you had just returned from Washington after weeks of work on the Federal Motor Carrier Act, and you were not available because of the large amount of work piled up, for

629 ten days or two weeks. I called him as quickly as I could, after talking with you, and gave him the gist of this conversation, cancelling the appointment for Monday.

Q. And after that you heard nothing further from Mr. Golden?

A. No.

Q. This took place prior to the time that this Labor Board was appointed?

A. Yes; it did.

Q. Has that ever been taken up with you, Mr. Sundstrom, by the Labor Board, bearing in mind whatever may be the connection of Mr. Golden, which I don't know, what his connection with this present

Labor Board is, has the Labor Board ever taken it up with you before this complaint was served upon you in relation to these employees as to which we are now being complained against for their discharge?

A. Outside of Mr. Golden's request for an appointment, no official body has made any suggestion or offer of any kind in respect to this employees.

Q. Has this Labor Board ever taken up with you anything relative to the operation of the employees' plan or the employees' organization, before this complaint was served upon you?

A. No, sir.

Q. (By Chairman MADDEN.) When you say "you", you mean taken up with you, yourself?

630 A. That is what I referred to specifically, but to my knowledge no other officer of the company.

Q. (By Mr. BOWEN.) It has never been taken up with the company to your knowledge, has it?

A. No, sir.

Q. And, as indicated by the memorandum which was circulated by me, you were instructed to go along in the same manner in the operation, observing the provisions of this Act, as we did before?

A. I was.

Q. And, so far as you knew, you believed that you were observing the provisions of this Act?

A. I did believe so.

Q. (By Mr. SMITH.) Did you ever read the Act?

A. I don't believe I read the entire Act. I have read parts of it of course.

Q. You mean as reported in these services that you refer to?

A. I have read the service reports, many of them from different sources, and I believe that I have read parts of the Act itself.

Q. Did you read that section of the Act which says that it is an unfair practice of an employer to furnish financial or other support to a labor organization, except for the purpose of paying employees for time lost away from their regular work?

A. Yes; I have read that and that was called to my atten-

631 tion by others in my organization.

Q. Have you discussed it with your counsel?

A. I have discussed that with my general counsel.

Q. What did he tell you with reference to whether that complies with the Act?

A. My counsel advised me that I was within the law.

Q. One of the Members asked you about whether or not you received from me any other information. Did you not receive from me a copy of this memorandum on the Labor Act, which I referred to, and which is apparently prepared by a service or labor organization?

A. Yes; I did.

Q. (By Mr. CARMODY.) Do you mean this document that you have in here as Exhibit No. 4?

Mr. BOWEN. No; this is the one. Mark this as an exhibit.

(Paper marked "Respondents' Exhibit No. 11 for identification.")

Q. (By Mr. BOWEN.) I show you Respondents' Exhibit No. 11. Is that a copy of the Code of Fair Competition of the Motor Bus Industry, under National Industrial Recovery Act?

A. It is.

Q. To which your company subscribed?

A. We did.

Q. And that contains provisions relative to the rights of employees under the National Industrial Recovery Act and
632 Section 7–A thereof?

A. It does.

Q. And was this document and specifically these provisions relating to labor and the rights of labor, posted in all of the offices and garages of the Greyhound Lines?

A. They were posted.

Mr. BOWEN. We offer Respondents' Exhibit No. 11 in evidence.

Mr. WATTS. There is no objection. I wonder, perhaps, if we might not save space by reading in those sections, and then we won't have to copy it all.

Chairman MADDEN. Is anything but Section 7–A relevant?

Mr. BOWEN. I can furnish all of the copies that are needed.

Mr. WATTS. I have no objection. Let us mark it and then it may be received.

Mr. BOWEN. There are eighteen pages.

Mr. CARMODY. The important thing is the labor clause. The selling arguments for the industry are not material. Is that still in effect?

Mr. BOWEN. You have asked me a legal question. It is my opinion that it is but I don't know what the effect at present is.

Mr. CARMODY. Let us put it this way. It is in evidence here in this case. Do the Greyhound Companies, the respondents
633 here consider themselves legally bound by it?

Mr. BOWEN. I will develop that.

Q. (By Mr. BOWEN.) Mr. Sundstrom, after the decision of the Supreme Court, involving the National Industrial Recovery Act, which, I think, is generally referred to as the "poultry case" was there issued by you a statement to the public, which went to the press, that you were one of the industries that would continue to observe the provisions of the Code?

A. No formal statement was issued by me but I was requested by the Press in Cleveland, over the telephone, to make a statement, which I did, to the effect that the Pennsylvania Greyhound Lines would continue to live up to the provisions of the Motor Bus Code.

Q. (By Mr. SMITH.) Excuse me, Mr. Bowen. May I see a copy of that Code?

Mr. BOWEN. Yes, sir; certainly.

Q. (By Mr. BOWEN.) Was there also a statement put out for the public press, which appeared in the public press generally, in connection with other men in industry, by Mr. Wickman?

A. Yes; by Mr. Wickman.

Q. To the effect that it was the intention of your Lines to go along with the members in the industry on the matters that had been provided under the Code?

A. That is correct. Mr. Wickman made such a statement and it was published in various papers.

634 Q. You felt and Mr. Wickman felt and the organization felt that considerable good had developed under these Codes?

A. That is right.

Q. (By Mr. SMITH.) The Greyhound Lines accepted this Code in some formal fashion, I presume, by signature?

A. That is correct.

Q. There has been considerable reference to the fact that the company posted this Code so that the employees could see it. The Code itself, in the very last section, on the very last page, says, "Each employer shall post in a conspicuous place, in each office and garage a copy of this Code," and so forth and so forth, so that in posting the Code the company was doing nothing more than complying with an obligation which it had voluntarily accepted?

A. Which it voluntarily accepted, that is correct.

Q. (By Mr. BOWEN.) Well, under the National Industrial Recovery Act these provisions of Section 7-A were not applicable until you had adopted a Code?

A. They were not applicable until we had adopted a Code.

Mr. BOWEN. Mark this as an exhibit.

(Paper marked "Respondents' Exhibit No. 12 for identification".)

Q. I show you Respondents' Exhibit No. 12 for identification. Is that a copy of the circular which I circulated to the different regional managers at the time the Code was adopted,

635 calling their attention to the provisions of the Code relating to labor?

A. It is.

Q. And instructing them to see that it was posted and called to the attention of the employees?

A. It is; all regional managers and department heads in Cleveland.

Mr. BOWEN. I offer Respondents' Exhibit No. 12 in evidence.

Mr. WATTS. I have no objection.

Chairman MADDEN. Received.

(Respondents' Exhibit No. 12 for identification received in evidence.)

Mr. BOWEN. That is all we have. You may cross-examine.

Q. (By Chairman MADDEN.) I should like to ask a question. How much dealing did you have with Davidson while he was chairman of the joint committee and you were president of the company? We have heard about this one incident.

A. Well, I met Davidson at least once every three months during his encumbency in office for a year and a half.

Q. Did you regard him as a trouble maker?

A. I cannot say that he was a trouble maker. I do believe that he went out of his way to find difficulties to bring to our attention.

Q. There was an incident which occurred here yesterday,

636 which I think is rather serious, with regard to the labor relations of this company. Now, your counsel spoke for you on matters of law. I should like to know whether he spoke for you yesterday when he, in effect, called Mr. Davidson a "rat"?

Mr. BOWEN. No; I didn't do that. I didn't call him a rat. The record doesn't show that, Mr. Chairman.

Chairman MADDEN. I know perfectly well what the record shows, but what did you mean by that question?

Mr. BOWEN. I asked him whether or not he understood what that name meant in labor circles.

Chairman MADDEN. And what was the relevancy of that question except the implication that he was one of those?

Mr. BOWEN. Not necessarily.

Chairman MADDEN. What was it, then?

Mr. BOWEN. Well, that is for the Board to determine. There are other things that have appeared in this room relative to the organization of the A. F. of L. unions that have been dragged in here.

Chairman MADDEN. Well, I think I have in mind what is in the record and I am certainly speaking for myself when I say that unless you have some explanation for that, I could not get any other understanding out of it than that you said that about this man, who was one of the "star" employees of the Greyhound Lines, who is now the president of the local union of the Amalgamated and who,
637 apparently, is held in very high regard by the men with whom he is working.

Mr. BOWEN. By whom?

Chairman MADDEN. Well, by those, for example, who are members of the Amalgamated and who have elected their president. It seems to me that you there did something for the labor relations of this company which the president ought to undo, if he chooses to do it.

Mr. BOWEN. Well, you have the right to put an interpretation on any question that you may want. The question speaks for itself and if the Member understands what the implication of the word is, in labor circles, he may understand what it means in this proceeding.

Chairman MADDEN. Do you mean that it isn't so bad as it sounds?

Mr. BOWEN. Well, it has a meaning in labor union circles. I have been in them.

Chairman MADDEN. As a matter of fact, what does it mean? I would be interested to know, I will tell you frankly, I don't know what it means.

Mr. BOWEN. I am not interpreting it. I am not a labor union man.

Chairman MADDEN. You intended, I suppose, to leave some impression with the Board by the question.

Mr. BOWEN. No. My question did not refer to Mr. Davidson. I merely endeavored to draw out whether he understood what
638 the meaning was.

Chairman MADDEN. Then, your remark was not intended to have application to Mr. Davidson?

Mr. BOWEN. No, no. It was intended to have application to the general situation which has developed in this case.

Chairman MADDEN. Let me ask you, Mr. Sundstrom. I would say, at least, myself, I am still of the opinion as I was at the beginning that counsel here in this public place said that Mr. Davidson was a "rat."

Mr. BOWEN. For the record, I deny that I did say that.

Chairman MADDEN. Now, whatever meaning it may have with those who do know what it does mean, would you, as president of the company, and having dealt with Mr. Davidson and knowing about all of his activities, would you go along with that?

The WITNESS. I couldn't answer that question. I certainly believe that Davidson was in very bad faith with the company that had employed him for five consecutive years, that had given him rewards, and that he represented jointly employees and management in many of his dealings with the president, and for him, while he held an office in one organization to admit that he was organizing the employees into another organization in my opinion, that was very bad faith, to use a mild term.

Chairman MADDEN. Now, would you regard participation—we cannot say "membership", because, of course, there was no definite joining of your employees' association, was there?

639 The WITNESS. No.

Chairman MADDEN. It was, in that respect, like the "Red Network" that was spoken of here yesterday. I mean, you are in or you aren't in it. You do not join. Somebody so designates you without your having anything to do with it. Now, do you regard participation in any manner in this employees' organization as being inconsistent with membership in an outside labor union?

The WITNESS. No, but the way I do consider is that as an officer of the employees' association, it would be inconsistent for him to hold an office and to solicit membership in still another organization.

Chairman MADDEN. Isn't it conceivable that he, being an officer in this organization, might discover certain inadequacies in it for the purposes of true representaton of the employees and that might be the very reason that he would become interested in what he would regard as a more adequate organization.

The WITNESS. That is conceivable, but that man who then was representing all of the employees, did not try to correct any of the evils that he might have found. Instead of trying to correct them, he goes and does an entirely different thing, secretly, while still holding an office in the employees' association.

Chairman MADDEN. Do you mean that as a committeeman

640 he was not attempting to secure changes in the employee representation plan?

The WITNESS. Yes; I think he made various requests, not about making changes in the plan itself. I certainly don't recall a single thing that he asked about the election methods that was discussed so thoroughly yesterday. There were seniority rules that were more or less constantly being asked about, changes in those rules, that were agreed upon mutually and as to the By-Laws themselves, I believe, we went to work jointly and tried to arrive at something that would be to our minds mutually satisfactory.

Chairman MADDEN. That was not at the very beginning?

The WITNESS. That was not in the very beginning. Many problems have been brought up to Mr. Davidson in the eighteen months or more that he was general chairman, some favorable to us, others favorable from the employees' angle, and some that were not matters of discipline of the men. Usually there was something to be said on both sides. Sometimes we overruled the regional manager

and, again, we sustained him, with the result, so far, that we have not had anything that went beyond the joint reviewing committee. No arbitration of any problem has been necessary to resort to.

Q. (By Mr. BOWEN.) Mr. Sundstrom, you and Mr.——

Mr. SMITH. May I just ask a question here?

Mr. BOWEN. Yes, sir.

641 Q. (By Mr. SMITH.) Doesn't the whole situation, in regard to Davidson, come down to this, then, and I will try to develop what I have in mind by questions propounded to you; Section 7–A provided for self organization of the working man. The Act under which this Board is operating makes a similar provision. Now, I take it, to you or to any person trying to understand in a disinterested fashion what those words mean, self organization of those employees would mean organization, independent of any consideration on the part of the management as to how they would organize. In other words, their getting together and deciding on their own form of organization. Isn't that correct?

A. I don't construe the Act to mean—the employee representation that we have as being an illegal or unworkable plan.

Q. I am not trying to make you say that by these questions. I am simply saying this, don't the words "self organization" of the employees mean to you that the employees of any company would have the right to organize in any way that seems to them best suited to advance their interests and their collective relationship with the management?

A. I certainly understand it that way, that that was their right.

Q. Now, then, they organized in one fashion, the employees, and some of them choose to organize themselves in another fashion, because they believed they would get better results to themselves. In so doing, I think you will concede, that is not

642 an illegal thing under Section 7–A or under this statute?

A. I concede that.

Q. In other words your attitude towards Davidson is not that he was doing anything outside of what the Congress of the United States said he had a right to do as a citizen and as an employee, but you think that it was unethical for him to be serving as an officer of one organization and at the same time organizing another?

A. I certainly think that he was not doing an ethical thing.

Q. I just wanted you to clarify that. You don't think that that was illegal?

A. Oh, I certainly don't think it was illegal and I have so stated. The least he could have done, in my opinion, was to have resigned from his organization before he started to organize the men into another organization.

Q. Well, wouldn't you think the objection to any such action on his part would spring more out of his relationship with the other employees, with whom he was affiliated in this organization, than out of his relationship to you? I mean, the other representatives might think it strange that Davidson was working with them in this employees' association and, at the same time, organizing the Amalgamated, but, from the standpoint of the management, I don't see how you would consider it a concern of yours?

643 A. The chairman asked me what I thought of Davidson, and I gather that your questions are about on the same line, and

I have given my opinion in the mildest language I know about him as an individual, after his years of work with this company. I don't say that he has done anything illegal.

Chairman MADDEN. Let me ask you——

Q. (By Mr. SMITH.) Let me finish this one question, will you please? In other words, is your feeling about Davidson about his offending against the other employees and shifting his allegiance in this fashion or about his offending against the company or both?

A. I certainly believe both, without a question.

Q. (By Chairman MADDEN.) Now, what was the offense against the company. He had served it well for five years and the company had honored him by making him a star driver and had, presumably, paid him well. Now, he goes out and organizes a union and you say that was an offense against your company. How was it?

A. He came to his president and his superior officers under false colors for several months time. Had he come to me or, I believe, to Crawford, and stated that he was an organizer for the union and wanted to resign his position with the employees' association, we certainly would have had a great deal more respect for him than we have today. I will speak for myself, than I have today.

644 Q. It seems to me that all of the time you were not able to forget that you are the president of the company and Davidson was a bus driver, that you never were able to get really the idea that your workmen had organized themselves into a group for the purpose of bargaining collectively with you and that when they came to you in that capacity, they came to you as representatives of a group of workmen, not as employee bus drivers who ought to have the usual attitude of workmen toward an employer. In other words I think that the change that was set up or made here by Section 7–A and continued by our Act was, for persons like yourself, a revolutionary change and that you did find it very hard to—I mean you have to stop and pinch yourself in order to remember what your function is in this thing.

A. The Chairman states that the matter sought to be changed by Section 7–A or Section 7 of this Act—My understanding of the Act is that it permits an employee to choose his or her method but it doesn't seek the employee to do so.

Q. When I say, it seeks to do it, it predicates it on their privilege, if they choose to exercise it. While we are on that point, what is the maintenance man's name in Cleveland?

A. W. A. Duvall.

Mr. WATTS. Do you mean Mr. Dow?

A. The personnel man?

Q. (By Chairman MADDEN.) I mean the personnel man.

A. Marcus A. Dow.

645 Q. (By Chairman MADDEN.) This letter in 1933 was written by him?

A. No; that was W. A. Duvall, the one that is in evidence here.

Mr. WATTS. Exhibits 73 and 74, for the record?

A. That is right.

Q. (By Chairman MADDEN.) May I have those now?

Mr. WATTS. Yes, sir.

Q. You remember that the first paragraph of this letter says, "The management has decided to set up a plan of employee representation." Do you want to make any statement about why the management decided to do that? You have said, just a moment ago, that you understood Section 7–A and the present law to give the men the privilege of organizing and their own choice of organization, but it does not compel them to organize but merely permits them to do so. What was back of that?

A. Back of the reason for organizing?

Q. The reason why the management desired to set up——

Mr. BOWEN. Back of this letter is what he is talking about, is that it?

A. We have for many years been very busy in the establishment of new lines, physical problems, in connection with the operation, which has kept every one in the organization working night and day, until the last couple of years, when we have begun to settle down,

646 and not buy or extend new bus lines every Monday morning, which was the case for quite a number of years and months. We had not had time to give proper thought to some organized method of dealing with the employees. That came up in 1933, after discussions with many other industries, or their representatives, that had been in business far longer than we had. That was the reason that we wanted to establish a plan of dealing with the employees. I asked the regional managers and department heads to try to start a petition requesting such help from the company, to establish such an association.

Q. Had there really been at that time any spontaneous demand on the part of the employees?

A. No; I wouldn't say that there was.

Q. But that was an instigated thing?

A. That is true, definitely instigated by ourselves.

Q. In the first paragraph of your statement, do you intend here to raise any question as to whether these respondent companies are in the bus business or in the business of operating motor buses?

A. The respondent companies—your question was, do we intend to raise any question?

Q. Yes. You say that the Pennsylvania Greyhound Lines, Inc., possesses no certificates of public convenience and necessity, that is fiscal agent, supervises pay rolls and pays employees of the Pittsburgh Garage. Do you mean that it does not employ these men, but merely pays them?

647 A. That is correct. The holding company owns no buses and owns no certificates. That is a legal point that I am sure I cannot answer, as to whether or not the Pennsylvania Greyhound Lines, Inc., a Delaware Corporation, is operating a bus line.

Q. (By Mr. BOWEN.) Mr. Sundstrom, in the establishment of this employees' representation plan, so far as the company took any part in it, what was the idea in mind, was it the getting of amicable relations between the employees and employer? That was the only idea?

A. That was the only idea.

Q. And you haven't had any labor difficulties in the operation of the Greyhound Lines?

A. No, sir; I haven't had any.

(Chairman MADDEN.) May I interrupt there?

Mr. BOWEN. Yes.

Q. (By Chairman MADDEN.) You were aware, weren't you, of the strike talk that was going on this summer?

A. In July?

Q. Yes.

A. Of this year?

Q. Yes.

A. I was informed from time to time, by hearsay, of rumors of strikes by organizations, not only the Amalgamated but other organized labor unions, none of which I have ever been able to get any definite information on at any time.

648 Q. Well, there was a rather serious threat of labor difficulties? It was serious enough so that the police were called in, wasn't it?

A. Yes; I felt that something might happen because of the rumors that were being circulated, and after the discharge of Mr. Davidson, these rumors began to be rather pronounced, none of which we could tie down to anything definite, but I thought that it was absolutely essential that we have police protection, in the event that there might be destruction of property.

Q. Yes. I certainly wouldn't intend to criticize that. I was wondering about your statement that you had not had labor troubles?

A. Well, if I may qualify that, until this situation, about which we are having this discussion, had begun to develop.

Q. (By Mr. BOWEN.) Well, put it this way: You haven't had any so-called organized labor trouble?

A. No; we haven't.

Q. You have had difficulties arising out of conditions which prevailed in the different operations but they were not what might be termed labor difficulties for the purpose of men striking or because they belonged to a union or didn't belong to a union, but you have had other difficulties in the operation of your garages?

A. Yes; that is correct.

Q. And was the garage in St. Louis blown up?

649 A. It was.

Q. And that was blown up because a band of gangsters got into the mechanical business there, wasn't it?

A. My information is only hearsay but that is the only thing that we could attribute it to.

Q. That was a new garage and cost the company a great deal of money?

A. Yes.

Q. And there was a boiler blown up in Chicago?

A. Yes; but that was a good many years ago.

Q. You have had buses disabled in years gone by?

A. Yes.

Q. And in those cases there was nothing about an A. F. of L. union, was there?

A. No; there wasn't.

Q. There have been many men discharged by the company?

A. Yes.

Q. Receipts taken by ticket agents?

A. Yes.

Q. And it is because of those things that the officers must try to protect their property by constantly watching it?

A. Yes.

Q. And when you get a rumor that a strike is going to happen, do you feel that it is your duty to begin to look after it?

A. Yes; I do.

650 Q. Regardless of what is involved?

A. That is right.

Chairman MARDEN. We will take a five minute recess.

(Whereupon, a recess was taken.)

Q. (By Mr. BOWEN.) Mr. Sundstrom, in Exhibit No. 5, which is the Memorandum of Understanding which was signed by Mr. Davidson as general chairman for the employees and by you as representing the company, you provided at the last, "the foregoing document becomes effective as of September 20th, 1933, and shall remain in full force and effect until thirty days' notice shall be given to either party by the other party of a desire to change." Have any of these men given you any indication as to their desire to change the method of handling this?

A. They have not.

Q. And do you consider this an agreement as between these men, as representatives of the employees in this association, and the company as to the handling of these matters that come within the province of it?

A. I do.

Q. Now, calling your attention to the first paragraph of Exhibit No. 6, which states that this association is organized for the purpose of providing adequate representation for bus operators, maintenance employees, and clerical employees before the management of

651 the Pennsylvania Greyhound Lines, and securing adjustment of all those matters to their satisfaction, this organization shall be known as the Employees' Association of the Pennsylvania Greyhound Lines, Inc. That was the association that Mr. Davidson represented?

A. That is correct.

Q. And that was the employees' association?

A. Yes.

Q. Now, in so far as Mr. Davidson being the representative of the employees' association, his duty was to represent and take care of matters arising under this plan as their representative for that association?

A. Yes.

Q. Now, do you consider his conduct, while he was acting in that capacity in endeavoring to achieve or secure the services of the Amalgamated, whose purpose it is to represent the employees who are its members, and to take away the representation from the association of which Mr. Davidson was a member, into an outside association, and therefore constitute the Amalgamated association, instead of him, as the representative of this association from which he had been elected—do you consider that conduct in relation to his

capacity to represent this employees' association as being what is known as "boring from within" in labor circles?

Mr. CARMODY. I didn't hear the answer!

Mr. BOWEN. He hasn't answered.

652 A. I haven't answered yet. I have had little experience with organized labor circles.

Q. (By Mr. CARMODY.) Have had what kind of experience?

A. I have had little, if any, but my definition of that phrase, "boring from within", would certainly fit Davidson's case.

Q. (By Mr. BOWEN.) As relates to his representation of these employees in the employees' association?

A. Yes.

Mr. BOWEN. You may examine.

Cross examination:

Q. (By Mr. WATTS.) You have felt that way ever since the early part of May of this year, when you first found out that he was starting to organize for the Amalgamated?

A. I have felt that way since I first knew about it.

Q. And that was in the early part of May of this year, wasn't it?

A. Yes; I believe that is when it first attracted my attention.

Q. You have read here today, Mr. Sundstrom, from a prepared statement. When was that statement prepared?

A. Between the evening of the 10th of October and ten A. M. of the 22nd of October.

Q. It took all that time, you mean?

A. We worked on it rather consistently, changes here and there, for that period; yes.

Q. Now, would you be good enough to tell us who it was who
653 worked on it. You say, "we worked on it." Who wrote the statement?

A. The statement was written by my secretary in Cleveland, Ohio, at my direction, with the assistance of Mr. Ivan Bowen.

Q. And after that turned over to you for your use in this proceeding?

A. Yes.

Q. Now, in paragraph one of your statement, you make reference to the Pennsylvania Greyhound Lines, Inc., as fiscal agents. I call your attention to Board's Exhibit No. 37–A and ask you whether or not that exhibit does not show the Greyhound Management Company to be in fact the fiscal agent of the Pennsylvania Greyhound Lines, Inc.?

A. For certain purposes yes; they are.

Q. And as your statement here in evidence says, "it also acts as fiscal agent", is that statement, when referring to the Pennsylvania Greyhound Lines, intended to cover those instances in which the Greyhound Management Company does not act as its fiscal agent?

A. That is correct.

Q. And does it also include the fact that the Pennsylvania Greyhound Lines, Inc., also handles all of the fiscal matters for its wholly owned subsidiary corporations which are here in evidence?

A. Will you read that question?

654 (Question read by reporter.)

A. Yes; that is correct.

Q. Then down further in that statement is the statement referring to the lessee of the Pittsburgh Garage. That company never did hire any of the men named in this complaint, did it?

A. Now, I cannot accurately answer that, whether that company hired them or not. I think that the Transit Company didn't.

Q. You are familiar, are you not, with the form of application for employment, which is required to be made out when a man wants a job here in Pittsburgh?

A. In a general way.

Q. You know, don't you, that that form is a form of the Greyhound management Company? Don't you know that?

A. No; I didn't know that a Greyhound Management form was used in applications for employees by all of the companies.

Mr. BOWEN. Let me say, Mr. Watts, that we have another witness here, the general auditor of these companies, who can probably furnish all of this information a good deal better than Mr. Sundstrom. I have no objection to his answering but we have a witness who knows the entire set-up of the employees at first hand.

Q. (By Mr. WATTS.) I see. Let me ask you this question: Do you know as a matter of fact that the Pennsylvania Greyhound Lines and the Greyhound Management Company both file under the laws of the Commonwealth of Pennsylvania as an em-
655 ployer, covering workmen's compensation requirements?

A. I believe that is correct.

Q. And that covers the men in the Pittsburgh Garage, doesn't it?

A. I believe so.

Q. The mechanics?

A. I believe so.

Q. Such men as are here named in this complaint?

A. I believe so.

Q. Now, further on in the statement prepared for your use, we come to a reference to the regulatory jurisdiction of the Public Service Commission of Pennsylvania and other states, pursuant to certificates of public convenience and necessity. It is true, isn't it, Mr. Sundstrom, that no bus company operating an interstate bus line for the carriage of passengers and express for hire is under the slightest necessity of getting any certificate of public convenience and necessity from the Commonwealth of Pennsylvania?

A. Purely interstate, that is true.

Q. Yes; and isn't it further true that the only companies in your system which hold any such certificate of public convenience and necessity are the one or two companies which do so operate in Pennsylvania alone?

A. No; that is not correct.

Q. How many of your subsidiary companies hold a certifi-
656 cate of public convenience and necessity from the Commonwealth of Pennsylvania Public Service Commission?

A. How many subsidiary companies?

Q. Yes, name them, please.

A. Two, the Pennsylvania Greyhound Transit Company——

Q. That is an intrastate company?

A. That company operates both intrastate and interstate. That company owns certificates in the state of Pennsylvania. Also the

Pennsylvania Greyhound Lines of Indiana, an Indiana Corporation holds certificates. Also the Peoples Rapid Transit Company holds certificates in the state of Pennsylvania.

Q. That is because they operate a line wholly within the state of Pennsylvania? I don't mean that that is all they do but among their operations they have lines wholly within the Commonwealth of Pennsylvania?

A. Well, may I explain?

Q. Yes.

A. All of these companies operate in interstate service from Pennsylvania, outside of the state of Pennsylvania and on the same vehicle. Also, in certain territories they have a right, granted by the state of Pennsylvania, to carry purely intrastate passengers.

Q. And if they do not have such a certificate they merely have the right to carry passengers destined out of the state?

A. That is correct.

657 Q. There is a question, Mr. Sundstrom in our mind as to the fact that the various motor services using the Pittsburgh Garage are regularly and currently engaged in interstate commerce. It is a question in our minds whether the physical operation of these coaches is made possible by the maintenance of such a service garage as is maintained here in Pittsburgh?

A. That is correct.

Q. You just couldn't keep the buses running unless you had a garage like the maintenance garage at Pittsburgh to give them running service, could you?

A. That is correct.

Q. Now, you have no knowledge of your own about any of these road failures, other than what has been reported to you, I suppose, through Mr. Duvall. Is that right?

A. Through Mr. Duvall and the fact that I get currently the reports of that nature and that I go over them myself.

Q. So that the material having to do with the developments at the Pittsburgh Garage in July, which you have read into the record, is only the result of the reports made to you by others?

A. That is correct.

Q. You do not, for instance, have any personal knowledge of what did happen at Warren, Ohio, when a bus was in some sort of an accident?

A. I don't.

658 Q. So, when your statements get down to talking about Mr. Lehman, Mr. Mitchell, Mr. Moberly, and Mr. McKelvey, you say they were "removed from service." Do you mean by that that they were discharged?

A. No; I didn't mean that they were discharged.

Q. What do you state to be what happened to these men?

A. From the records that I have had, these men—this word would better be "furloughed."

Q. Can you explain the reports made by your company to its insurance carrier, covering these same individuals, which state that they were discharged or resigned?

A. I can't. I believe another witness can.

Q. They didn't resign?

A. No.

Q. There is no question about that?
A. No.
Q. None of these men came in and resigned?
A. There is no question about that.
Q. So that, as against the written report of your office manager at Cleveland, stating what happened to these men, we have only you now saying that they were furloughed, or the report of the office to you?
A. That is right.
Q. Second hand information?
A. That is right.

659 Q. Now then, as you go on further discussing the circumstances surrounding the severance of these men from their jobs, and I am referring now to the end of the paragraph next to the last on page two——
A. Yes.
Q. You say that they were junior men in their class of service. Now, that is calculated, on the basis, I presume, of the classification as of July 1st, 1935?
A. I believe the classification did have something with their status as junior or senior in specific crafts, but personally I don't have any knowledge about it.
Q. Well then, here again we have a statement that you just had handed to you by your secretary and counsel and you don't know about it. Who would know about it?
Mr. BOWEN. I don't want in there that he don't know about it, because I know he checked it up with his subordinates, with the records before him. That is way an executive gets his information.
Q. (By Mr. WATTS.) Well, let us get right down here and find out about it. Were these men laid off, as you say they were, taken out of service because they were junior men in their class of service? Is that a true statement, as far as you know?
A. As far as I know, that is a true statement.

660 Q. Now then, believing that that is a true statement, I ask you, whether or not the classification as to either of the junior men and their class of services, whether or not their classification was not right in that July 1st classification?
Q. A. I don't believe the classification had anything to do with that matter of junior or senior.
Q. Along with this classification of July 1st, 1935, was a seniority list, too, wasn't there?
A. I believe it was a roster, indicated their class.
Q. Is that the distinction that you seek to make, that it was perhaps included in that classification instead of in the other classification?
A. No; I don't mean to make a distinction between that. What I am trying to say is that the classification that was placed in effect on July 1st of this year had something to do with the seniority of the men but not entirely. That is, seniority, I am informed and believe, was based upon their employment individually in the Pittsburgh garage.
Q. Well, I should certainly hope so. On July 1st, 1935, your company formally promulgated a statement, classifying every man as to his position and seniority, didn't it?
A. I believe so.

Q. Yes. So that, if a man wanted to know, on July 1st, whether he was the oldest or youngest, what he was supposed to do, under your announcement, was to go and look at the list and
661 ask the manager about it?

A. Look at the list and ask the manager, if, in his opinion, that wasn't a correct list, discuss it with him, as to what changes could be made.

Q. Yes; but the discussion, so far as the company was concerned, was all over and done with. This was a classification made up after, I assume, some investigation of the rate of pay and the type of service of the man's job?

A. That is correct.

Q. So, if on July 1st you had sent down an order that you wanted to let go the youngest man, there would have been no need to go through any classification. The fellow at the bottom of the list would be let go?

A. That would be, generally, the way it would happen.

Q. Now then, this classification was never submitted to the employees' association council or representative committee for its approval, was it?

A. No; it wasnt.

Q. And, it was never voted upon by any of the men in any general election or confirmed by them in any way?

A. It wasn't.

Q. I think you have testified, if my memory is not incorrect and I have made a note of it, that this classification was the fruit of a request made to you by Mr. Davidson in 1933?

A. That is right.

662 Q. So that in 1933 Mr. Davidson asked that the maintenance men be classified and that was in fact done thirty days before these discharges in 1935?

A. Yes, in fact; yes.

Q. In fact, yes. That is all that I am after, fact. Now, moving on and reading further from the recitation that was prepared for you——

Mr. BOWEN. He didn't make that statement.

Mr. WATTS. Well, isn't it the truth?

Mr. BOWEN. No; it wasn't prepared for him. It is his own statement.

Mr. WATTS. Do you wish to take the stand?

Mr. BOWEN. They are put in before boards. I have put in dozens before the Interstate Commerce Commission.

Mr. WATTS. If you wish to testify, you may be sworn.

Mr. BOWEN. I will testify, if you want me to.

Mr. WATTS. I wouldn't be bound by anything you said.

Mr. BOWEN. Thank you for the compliment.

Mr. WATTS. You are very welcome.

Chairman MADDEN. Will you go ahead with the examination?

Q. (By Mr. WATTS.) Yes, sir; I am about to. On page 2 of the statement prepared for you, you say, "Until the service of the complaint in this proceeding on October 10, 1935, organization membership had not been brought to our attention." You say there
663 that you had no knowledge that any of these men belonged to any labor organization other than the employees' association

and that "no official or supervisory employee of Pennsylvania Greyhound Lines, Inc., to my knowledge", meaning yourself, "had ever urged, persuaded, warned, or advised any employee to refrain from joining" such an organization.

Now, isn't it a fact, Mr. Sundstrom, that on the 8th day of August, 1935, the United States Commissioner of Conciliation, Mr. Finn, and Mr. Golden, Regional Director of the National Labor Relations Board for this district, formally sat in conference with Mr. Crawford, your regional manager, and presented to Mr. Crawford the complaint and grievances of the men named in this complaint here?

A. To my knowledge, no complaint—no presentation of any complaint was made at that date.

Q. Now, are you speaking, when you say "complaint", do you mean that Mr. Crawford wasn't served with any papers at that time, is that it?

A. I do mean that, yes.

Q. Is that all your statement meant when it says that you had not had your attention called to any organization membership? Did you mean you had not been served with any papers in the proceeding?

A. That is right.

Q. But, you did, in fact, have knowledge, didn't you?

A. I had knowledge that these gentlemen met with Mr.
664 Crawford. I was informed of the meeting.

Q. Yes.

A. And, furthermore, Mr. Golden telephoned me.

Q. Yes.

Mr. BOWEN. Wait a minute. He asked you whether or not you had knowledge that these men belonged to this Amalgamated union?

A. No; I had no knowledge that they belonged.

Q. (By Mr. WATTS.) Had you had brought to your attention, membership by the men named in this complaint, in this organization, before October 10th?

A. Organization membership?

Q. Yes; I am using the words here in your prepared statement.

A. My attention was called to the fact that meetings had been held.

Q. Yes.

A. Or whether that meant an organization or whether anyone had joined, I had no knowledge.

Q. I see, but officials of the United States Government had called upon Mr. Crawford and laid before him the grievances of these men, to the effect that they had been interfered with in attempting to form such an organization, hadn't they?

A. I wasn't informed of that.

Q. Yes; you were personally telephoned to by Mr. Golden, on the same subject?

665 A. Yes.

Q. And, asked for a conference?

A. That is right.

Q. Now then, when you state that official or supervisory employee has ever taken any action to interfere with these men, so far as your own knowledge goes, you have to speak only for yourself?

A. That is right.

Q. You don't know anything about what went on in Pittsburgh except what you have been told, do you?

A. That is correct.

Q. Now then, that is similarly true when you make the affirmative statement that all of the employees have been notified of their rights to join an organization of their own choosing? That was the instruction that you gave but you don't know whether it was carried out or not?

A. Well, I do know that these postings have been made in stations and garages about that reference as set forth in Section 7–A of the National Industrial Recovery Act.

Q. Have you seen that in the garages?

A. I have seen them many times.

Q. Yes; but you know—you don't know of your own knowledge whether they were, in fact, posted everywhere? There, again, you are going on reports made to you?

666 A. No! I won't admit that I don't know of my own knowledge. I can't put my finger on the day and date on which I have seen them but I did see them. I have it in my own office and I have seen them this week in this station here in Pittsburgh, and I am positive in my own mind that I have seen these notices posted in the Pittsburgh garage.

Q. I see. Now, this bulletin which you received from your counsel, Respondents' Exhibit No. 4, the document which talks about Section 7–A and the obligations created by it, this was never posted anywhere, was it?

A. Not on my system, no sir.

Q. Now then, in the next paragraph I see you begin to talk about the following, "No representation has ever been made to the officials of respondent companies that local division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America represented in any manner the individuals named in paragraph nine of the complaint." What did you mean by the word "represented"? Did you mean you were never informed that the labor organization held the authority from a majority of your employees to bargain for them? Just tell me what you did mean?

A. I mean that no employee has indicated in any way to me that an officer of this local or the local of the Amalgamated represented any of them for the purposes of collective bargaining.

667 Q. I see, but you did receive that information of that representation through the United States Department of Conciliation and the United States Regional Labor Director here, when they called upon Mr. Crawford?

A. What was said there in detail, I don't know. My recollection of the report that Crawford gave me does not include any statement on the part of the two gentlemen that called upon him to take notice that the Amalgamated Association or any individual or any officer of that association represented our men.

Q. By "represented" do you mean that you didn't know the men had joined it or are you distinguishing the right to act as their agent?

A. I am distinguishing only this that they didn't indicate they were their agent.

Q. Had been appointed?

A. Had been appointed.

Q. I see. I just wanted to make that clear for the record. Referring now to the fourth page of your statement, you refer to the fact that none of the men named in this complaint followed the regulations in applying or asking for a review of his discharge or discipline?

A. No; that is not right.

Q. Now, there isn't one word in the By-Laws of Regulations which makes it obligatory for him, is there?

A. No.

668 Q. He had a perfect right to disregard this machinery which the company had provided and to use any other means he wanted to use?

A. That was his right.

Q. And you just mean by your reference here that he chose to use that means other than the company representation plan?

A. I mean he ignored the set-up and didn't choose to use it.

Q. Yes; he chose another course, didn't he?

A. Yes.

Q. Now, in the middle of page four of this statement, you state or list Mr. Lehman, Mr. Moberly, Mr. Mitchell, and Mr. McKelvey, and state that they were removed from service, which is the phrase that is to mean furlough, as you testified?

A. That would be my interpretation of it.

Q. "In accordance with their seniority standing, pursuant to rules and regulations governing reduction of the force." That is contained in your statement, isn't it?

A. Yes.

Q. Now, you have identified and there is in evidence as Respondents' Exhibit No. 8, a document which is entitled, "Regulations for the Government of Employees in the Maintenance Department of the Pennsylvania Greyhound Lines." That is still in effect, is it?

A. Yes; to the best of my knowledge, it is.

669 Q. And that provides, in its last paragraph, that should either the management or employees desire to change or amend any or all of the articles, thirty days' notice shall be given of that desire?

A. That is right.

Q. Now, I call your attention to paragraph 3–E–2 of these regulations, which says that when forces are reduced seniority in accordance with regulations 3–A–1, 3–B–1, and 3–B–2 shall govern?

A. That is right.

Q. Those are the rules of the game?

A. Yes.

Q. And if anybody was going to be laid off, this is the way you would figure it?

A. Yes.

Q. Let us look at 3–A–1, 3–B–1, and 3–B–2. The Section 3–A–1 informs us that seniority of employees will be computed from the date of last employment?

A. That is right.

Q. Subject to 3–E–1, 2, and 6?

A. That is right.

Q. And these sections provide that when a man is laid off and wants to retain seniority, he must give notice within sixty days and

if he does not report within thirty days after you call him back, he loses seniority?

A. Yes.

670 Q. And the other paragraph provides that furloughed employees will be given preference for service anywhere else, if needed?

A. Yes, sir.

Q. 3–B–1 provides that the seniority of an employee in each craft will be confined only to the point where employed in the maintenance department?

A. Yes, sir.

Q. And 3–B–2 limits this other material that is provided by saying that seniority will only govern and apply where fitness is equal. Now that is the document which I assume you look upon as you did the By-Laws and Regulations, as a contract binding the company?

A. Yes.

Q. And with equal force and effect as these other two documents, do you?

A. I do.

Q. And yet, when the men referred to in this complaint were affected in their relationship to the company, the company, in calculating their positions used the independent classification, which is not referred to in these regulations, didn't it, namely the July 1st, 1935, classification?

A. I don't think the company did.

Q. Is it your statement, sir, and I ask you the categorical question, that the men named in this complaint were not let go on the

671 basis of their being the youngest in that respective department as determined by the July 1st, 1935, classification?

A. My understanding is that these men were let go on the basis of regulations set forth in this memorandum of agreement.

Q. All right. Now let's look at that. That is the one I have been asking you about?

A. That is the one you have been asking about.

Q. I see. This is the document as of January 17th, 1934?

A. That is right.

Q. Do you then deny the position that the classification of July 1st, 1935, made no changes in the seniority or position of the men from that passed on January 17th, 1934?

A. I don't think it changed the seniority.

Q. It didn't change the seniority?

A. I don't think so.

Q. Now then, what about that classification? Did it change that?

A. I think it changed most of the men's classification.

Q. Yes. Now, the next question: Were they let go by taking the men at the bottom of the classification lists or on the seniority list?

A. Both of them have to be used in order to be consistent.

Q. So, there are two lists that you maintain, currently, one the seniority list, and the other the classification, is that right?

A. We have had the classification only since July 1st of this

672 year.

Q. Well, then, let's take Mr. Lehman, just to talk about for a minute. Mr. Lehman was definitely changed, as to his classification, on the first of July of this year?

A. So I have been informed by listening here.

Q. And, as a result of that classification, in spite of his years of service with the company, he became suddenly the youngest man in some classification sector?

A. If he did, I would say that would be unfair, because I believe that he should have had the same seniority standing that he had earned prior to the classification.

Q. Yes; but can you tell me which one of these lists was used in determining that Mr. Lehman was in fact the youngest man in service?

A. I can't, but I believe another witness will be able to inform you as to that.

Q. Then, as far as your statement goes here, as it was read into the record, that the reduction took place in accordance with the seniority standing, pursuant to the rules and regulations, you now say that you don't know about it?

A. I say that what I said here is my belief that they were reduced according—or let out of the service according to the regulations that had been agreed upon between employer and employees.

Q. You think the classification of July 1st, 1935, didn't
673 alter that?

A. That classification didn't alter that.

Q. And will those records be produced here by some other witness, did you say?

A. So I understand; yes.

Q. Do you know his name?

A. Mr. Duvall.

Q. Now, prior to the 30th of July of this year there were, according to my calculations from exhibits now in evidence, ninety-three coaches allocated to Pittsburgh for major service. Are you familiar with those figures?

A. I am not, sir.

Q. Is that another matter that Mr. Duvall would know about?

A. Yes.

Q. All right, pass that. This is not the first time that your organization has been involved in a labor matter brought before a National labor tribunal, is it?

A. The very first time for my organization; yes.

Q. Is your organization the one operating out of Chicago which, not so long ago, had a case before the National Labor Board?

A. No; it isn't.

Q. What was that entity, if you know?

A. That garage was owned and operated by the Eastern Greyhound Lines of Michigan, I believe that was the corporate title.

Q. These Ohio indictments that you referred to had no
674 reference to any of the matters included in the seventeen road failures in July of this year?

A. No.

Q. That is something entirely separate? That is past?

A. That is something that occurred in 1930.

Q. It has no reference to the present controversy?

A. I just wanted to bring out the fact that officers of the company are subject to that kind of a situation, because of their failures, alleged or otherwise.

Q. Yes; I wanted to make that clear, because you have an accident which occurred in Ohio and I just wanted to show that that was not the one, was it?

A. No; that isn't the one.

Q. That isn't the one?

A. No.

Mr. WATTS. May I ask if the Board wishes to go on, because I am at a good stopping place now?

Chairman MADDEN. We will adjourn until two o'clock.

Mr. BOWEN. May I ask a question, because he has answered a question and I don't want it to be charged that we fixed up the answer during the noon recess.

Chairman MADDEN. Proceed.

Q. (By Mr. BOWEN.) Mr. Sundstrom, the record shows now that in this conversation that you had with Mr. Golden and somebody else, you were informed that these men belonged to this
675 Amalgamated local, and they were making a complaint that you had interfered with their right to belong to that Amalgamated local and to have the Amalgamated represent them. Now, was that the information that you got in that telephone conversation?

A. No; it wasn't and if I so stated, I want to correct that.

Q. What is your answer?

Mr. WATTS. Pardon me just a second. Is this the conversation with Mr. Golden?

A. No; with Mr. Crawford. He then called me after Mr. Golden and Mr. Finn had visited him and my recollection of that conversation is that he said these gentlemen represented the United States Government Labor Bureau in this district and had come in to see him with a complaint by these men who had been let out of the service. I don't recall any statement by Mr. Crawford to me that these gentlemen had stated that these men were members of the Amalgamated.

Mr. WATTS. Or any other organization?

A. Or any other organization.

Mr. WATTS. Is Mr. Crawford going to be here?

Mr. BOWEN. He will be here and we will call any witnesses you may desire.

Q. (By Mr. BOWEN.) They made no statement in which the Amalgamated or the A. F. of L. was brought up?

A. None, to my recollection.

676 Q. The statement was that these men had appeared at Mr. Crawford's office and stated they had a complaint about these men being laid off?

A. That is correct.

Q. (By Mr. SMITH.) Mr. Sundstrom, did you understand from the conversation that you had with Mr. Crawford about these men complaining, why they were complaining other than the fact that they were let out and wanted their jobs back?

A. That is my understanding of their complaint and Mr. Golden telephoned me and I believe his exact words were that there was a difficulty in connection with certain men that had been let out of the service in the Pittsburgh garage, which he would like to

discuss with me. I certainly have no recollection that Mr. Golden, in that conversation, stated that they were members of any organization or that Mr. Golden, on the telephone, or Mr. Crawford, when he telephoned, told me that they were members of any organization.

Q. You got nothing at all from the telephone conversation with Crawford that the men felt that the reason they were discharged was because they were members of the union?

A. No; there were two conversations, when Mr. Golden telephoned me and the other one when Mr. Crawford telephoned to me and I had just arrived in Cleveland that morning, to the best of my recollection. Crawford telephoned to me in New York or Philadelphia, the day previous.

677 Q. (By Mr. CARMODY.) Do you remember what he told you?

A. Only that two gentlemen representing the United States Conciliator, to my recollection, one of them being a Conciliator had called upon him with reference to the discharge or dismissal of certain employees in the Pittsburgh garage. I don't recall just what the length of the conversation was or what it was that was discussed.

Q. What effect did it have on your mind?

A. A very disturbing effect.

Q. From what angle?

A. Well, when the United States Government starts to inquire as to your relations between you and your employees, that is a very important matter.

Q. What did you do, then? I mean, disturbed as you were, what did you do?

A. I went home to Cleveland.

Q. Then whom did you get in touch with about it?

A. Nobody at the time, until Mr. Golden telephoned me about noon the next day, which brought the matter further to a head.

Q. Had Mr. Crawford had some experience in dealing with outside unions, to your knowledge?

A. No; I don't think so. Mr. Crawford has been employed in Pittsburgh since about 1929 and prior to that time he had been connected with another Greyhound Company, on the Muskegon, Michigan, to Chicago run.

678 Q. Do you recall whether or not he made any recommendation or just reported the fact that two Government men had called on him?

A. No recommendation, simply a report.

Q. (By Mr. SMITH.) I would judge from the way you replied to Mr. Carmody, that you were not disturbed sufficiently to want to find out from Mr. Crawford what all the trouble was about?

A. Oh, I was sufficiently disturbed, Mr. Smith, but this being on a Friday afternoon and early Saturday, having been away for a week, I had a number of things to attend to, and this was very prominent, of course, in my mind, but I did not have an opportunity to do anything further from the time that Mr. Crawford telephoned me about their visit until Mr. Golden telephoned to me about an appointment, which was the next day, about noon.

Q. (By Mr. CARMODY.) You knew that these men had been discharged or laid off or furloughed?

A. I knew action had been taken.

Q. Did you connect this conversation with Mr. Crawford with that particular action that had been taken?

A. Definitely.

Q. (By Mr. BOWEN:) These conversations with Mr. Crawford and Mr. Golden occurred subsequent to the time when the men were discharged?

679 A. Yes.

Q. And within a reasonably short time before this complaint in this proceding was served upon you?

A. Well, the visit of Mr. Finn and Mr. Golden must have been on the 6th, 7th, or 8th of August, if I am not mistaken.

Chairman MADDEN. We will take a recess until two o'clock.

(Whereupon, at 12:55 o'clock P. M., a recess was taken until 2:00 o'clock P. M.)

2:00 O'CLOCK P. M.

HEARING RESUMED PURSUANT TO RECESS

Present: J. Warren Madden, Chairman; Edwin S. Smith, Member; John M. Carmody, Member.

Appearances: Same as before.

S. R. SUNDSTROM, previously sworn, resumed the stand and testified further as follows:

Further cross examination:

Mr. BOWEN. Mr. Sundstrom, on this re-classification——

Mr. WATTS. Just a minute. I am not through with my cross-examination.

Mr. BOWEN. Oh, I beg pardon.

Q. (By Mr. WATTS.) Do you have any knowledge, Mr. Sund-

680 strom, of the employment of police at the Pittsburgh garage?

A. In a general way, yes.

Q. I suppose you didn't have, yourself, knowledge of when they got there and when they left and who they were and that sort of thing, did you?

A. No. The only thing I knew about that is that Mr. Crawford told me about the rumors of a strike that were going on and I thought it would be proper protection to our property and I agreed that the expense necessary would be approved.

Q. Do you know that as a matter of fact that the police protection, and by that I mean the posting of police on the property of the Pittsburgh garage here, began on the 17th day of May of this year?

A. The date, I don't recall.

Q. Do you know when it was finally given up?

A. Oh, I think some time in August.

Q. The 21st, wasn't it? You don't know the exact date?

A. No.

Q. And the retention of these police on the property throughout this period you stated to have been for the purpose of protecting

the company and its property against violence resulting from strikes, is that it?

A. That was it; yes.

Q. You feared that such violence might occur?

A. It might occur; yes.

681 Mr. WATTS. I am going to ask the Board if I might, at this time, be permitted to suspend my cross-examination of this witness long enough to have put into evidence here the details of the police attendance. I assume that that might be done at this time.

Chairman MADDEN. What is this, for the accommodation of some other witness?

Mr. WATTS. Yes, sir. I have here a Lieutenant of Police of the City of Pittsburgh, and he is here at the request of the Board, and I would like to assist him, if I might.

Chairman MADDEN. Very well.

(Witness excused.)

WALTER J. MULLEN, called as a witness, being duly sworn, testified as follows:

Direct examination:

Q. (By Mr. WATTS.) Lieutenant, what is your name?

A. Walter J. Mullen.

Q. And, you are attached to the Pittsburgh Police force?

A. Yes, sir.

Q. And you were in your present capacity throughout this year, at least?

A. Yes, sir.

Q. Did there come a time, in May of this year, when a request was made to the police department of the City of Pittsburgh to assign officers to the garage of the Pennsylvania Greyhound

682 Lines in Pittsburgh?

A. Yes.

Q. Have you with you the records of the time of the request, the date of the assignment?

A. Yes, sir.

Q. Will you please tell the Board when the request was made, by whom and then what was done about it by the police department?

A. I forget the man's name that made the request. I am looking for it here.

Q. Was it Mr. Bauer?

A. Mr. Bauer; yes. He is in the court room now, he was this morning. June 21st—wait, I think there was detail before that.

Q. Are your records made up by dates?

A. Yes, sir.

Q. Will you look at May 17th and see if you have a detail on that date?

A. Yes; going back further, now, I think I have; yes.

Q. How many men were detailed on the 17th of May of this year?

A. Well, on May 17th there was one man. That is all I could afford, one man. They wanted more but there was other trouble and I couldn't give them the men they requested at the time.

Q. So, one man was assigned on the 17th?

A. Yes, sir.

683 Q. Can you now tell me when additional men were sent there?

A. In August, they had three men; that is, August 2nd. August 3rd, they also had three men. August 4th—do you want me to go through it all?

Q. No. Now, let me ask you this, Lieutenant: Look at your records for July 29th, wasn't Officer Ackerman assigned there on the 29th for a period of four days?

A. Officer Ackerman was assigned there. I will tell you about the dates in a minute.

Q. Was that the 29th, the day that he went on duty?

A. Ackerman was there. I couldn't say the exact dates but I will tell you when, and we had a sub-patrolman who was down there who was taken sick and I sent Ackerman in his place.

Q. Now, before the 29th of July, isn't it a fact that there were three men on regular assignment there?

A. Yes; there could have been three men there before the 29th. As I got them, I gave them to them. There was other trouble and we had men there before that. There was three men there.

Q. When was the police protection withdrawn? To help you, just look at your record for August 21st and see if that is the date?

A. No; they were still there on the 24th. There were three officers there still on the 24th.

Q. Do you know if they are still there now?

A. There is one there now.

684 Q. Who paid for those officers?

A. The Greyhound Bus Company?

Q. And, you said that from a time before July 29th, up to at least the 24th or 25th of August, there were at least three officers assigned to the Greyhound garage?

A. They vary. They had one, two, or three men. We took the men off of them, as we could, because we had other trouble and we couldn't let them have the men.

Q. And, the men were assigned down there at the request of Mr. Bauer?

A. Yes.

Q. Whom you saw here in court this morning?

A. Yes, sir.

Mr. WATTS. That is all. Your witness.

Cross examination:

Q. (By Mr. BOWEN.) Lieutenant, these three men that were assigned there were on a twenty-four hour shift?

A. Yes.

Q. So that one man might be on duty eight hours?

A. Yes; three eight hour shifts.

Q. Now, were these three officers assigned down there to act as City police?

A. They was requested down there to act for the Greyhound bus.

Q. Well, didn't they go down there as members of the City police force?

685 A. Well, naturally they were members of the City police but they were requested by the Greyhound Bus Company.

Q. And, when they are requested by the company under those circumstances, the company requesting them would pay for them?

A. They would have to pay for them.

Q. Do the companies that make the requests pay their salaries or is it paid through the City?

A. No; they are paid through the company, by the company.

Q. To whom do they pay it?

A. To the men.

Q. During that time do the men draw regular pay?

A. No, sir; they don't.

Q. They are there on special duty?

A. Yes, sir.

Q. But, they are still City Police?

A. Yes; they are still City Police.

Q. For the purpose of carrying out their duties to preserve law and order?

A. They are relieved of all other duties to the City as officers with the exception of the Greyhound Bus garage.

Q. What I am trying to get at: Are they performing those duties as a City officer, to keep law and order?

A. Yes, sir.

Q. They weren't down there for the purpose of preventing any of these men from joining a union?

686 A. No, sir.

Q. And, the City wouldn't permit any such thing?

A. No, sir.

Q. The neighborhood where this garage is, is in a place where the neighborhood has drinking places? Do you know the location?

A. Oh, any place in the city, so far as that goes, there would be drinking places. It would be hard to pick out where there wasn't.

Q. In this particular neighborhood there are drinking places?

A. There are every place.

Q. Do you know about this drunken brawl in the early part of May, this year?

A. I never had any trouble with them.

Q. There was testimony yesterday by one of the witnesses for the government that there had been a drunken brawl in that neighborhood?

A. They could have been away from there.

Q. You never heard anything about it?

A. I made my daily rounds there and I never seen any trouble there, any disorder.

Q. Generally speaking, it was a pretty orderly lot, these Greyhound employees?

A. Average, as far as that goes, in that vicinity.

Q. Do you have quite a number of requests from industries or business concerns to furnish police officers?

687 A. Sir?

Q. Do you have quite a number of requests from industries or business concerns to furnish police officers for the protection of property of different industries in this city?

A. Yes.

Q. That is a regular thing in the department?

A. Yes.

Q. And, when they are furnished, the company that is asking for special service, pays for it?

A. Yes.

Mr. BOWEN. That is all.

Mr. WATTS. That is all. Thank you, Lieutenant.

(Witness excused.)

S. R. SUNDSTROM, previously sworn, resumed the stand and testified further as follows:

Further cross-examination:

Q. (By Mr. WATTS.) Now, Mr. Sundstrom, in addition to the protection afforded by the police department, such as just been described by the Lieutenant, did you, from time to time, require the gathering and submission to you of confidential data concerning your employees in your operations?

A. Yes; we have a regular routine for checking employees.

Q. Now, for purposes of general supervision and getting reports on your employees, have you ever employed the services of the Railway Audit and Inspection Company?

688 A. Oh, yes; for many years.

Q. Are they still representing you in that respect?

A. I think so, but that is handled through another organization that has the right to select any inspection bureau that they deem advisable.

Q. How is that being done?

A. That is done through the Police Department of the Pennsylvania Railroad Company.

Q. The Pennsylvania Railroad, I assume, because of its interest in the holding company?

A. That is one reason; they have been in the business a long while and they do a good job, economically, for us.

Q. Now, this Railway Audit and Inspection Company supplies information about your employees and what they are doing?

A. That is right.

Q. And, they stand ready to supply strike breakers, if such are needed?

A. I don't know whether they are or not.

Q. Have you ever obtained any from them?

A. No, sir.

Q. Do they make available, men who can go to work, ostensibly as an employee of the company, and report what he sees and finds in his contacts with his fellow workmen?

A. Not to my knowledge; they may have.

Q. Have you ever used the services of the Sherman Service,

689 Inc., for similar purposes?

A. I never have; no, sir.

Q. When I say "you", I mean the Pennsylvania Greyhound Lines, Inc., I don't mean you as an individual.

A. I might say that the regional manager has certain latitude about matters that affect the men. It may be possible that any one of them may have, for a day or two, employed somebody with whom I am not familiar.

Q. Is it the practice or has it been the practice of the company to employ workmen to submit reports, in addition to their regular duties?

A. Yes; that has been done.

Q. Payments have been made in addition to the regular pay?

A. The regular scale agreed upon for that type of work.

Q. Those are not men supplied by the Railway Audit and Inspection Company, only regular employees?

A. Oh, no; I have no regular employees to whom we pay anything but a definite wage.

Q. I see. Then, you have misunderstood my question. You have no instances where any moneys or any other consideration is given to your own employees for turning in information upon their fellows?

A. None whatever.

Q. And, when you answered in the affirmative before, you were, I suppose, referring to the employees of the Railway Audit?

690 A. Or any other inspection service; yes.

Q. Do you receive records on the activities of the employees of the respondent companies, such as the meetings which took place on the 28th of May and the 10th of July?

A. I believe I received some reports about the 10th and 11th meetings but I don't recall a record being made of any meeting prior to that.

Q. Did you get that from Mr. Nyland or Mr. Bauer, any report of their observations on the 9th and 10th?

A. Not from either of them, but I did get a report from Crawford, and Duvall did personally speak to me about the meeting.

Q. And that report in substance recited what was going on, that the men had been at this particular place, holding a meeting?

A. That is right.

Q. And the men who were there?

A. No; I didn't get that list.

Q. Was there such a list?

A. None that I know of.

Q. If there was, that would have come up through Mr. Duvall to you?

A. That is right, either one of the two gentlemen, one representing the operating and the other the maintenance department.

Q. The two, Mr. Duvall and whom?

691 A. Or Mr. Crawford.

Q. I see. Thank you. Now, of course, if you had had a strike here following the 30th of July dismissals of the mechanics of the Pittsburgh garage, that would have pretty seriously crippled the operation of your schedules, wouldn't it?

A. Undoubtedly.

Q. Is your company, the respondent company, or either of them, a member of the Associated Industries of Illinois?

A. I don't think so; no, sir.

Q. Are you personally a member of that organization?

A. The names are not familiar and I can say no.

Q. Would you have personal knowledge about the employment of other men in the period more or less surrounding the month of July?

A. What do you mean, "other men", either drivers or mechanics?

Q. Yes; mechanics, or would that be a matter with which Mr. Duvall would be more familiar?

A. I think Mr. Duvall would be more familiar with that.

Q. Mr. Sundstrom, have you been a member of the so-called "Minnesota Vigilantes"?

A. No, sir.

Q. Never have?

A. Why, I don't even know what they are.

Q. Well, apparently the "Net Work" don't give accurate information about them, either.

692 Mr. BOWEN. I live there, and I never heard of any such organization.

Mr. WATTS. How?

Mr. BOWEN. I live there, and I never heard of any such organization.

Q. (By Mr. WATTS.) Never did? Do you know, Mr. Sundstrom, who actually composed the By-Laws and the agreement which was presented to the men on the occasion of their first meeting in 1933?

A. There was no one person who did that. Mr. Dow and myself, I think, did most of it, after looking over many different plans.

Q. I see. You gathered material about company representation plans and you and he, in substance, put together the plan?

A. That is right.

Q. And I assume that it is accurate, that this one was ready, the mimeographed one, for the men at the meeting?

A. The By-Laws and the resolutions presented to the first meeting were not at first incorporated.

Q. You mean, were not adopted?

A. Were not adopted.

Q. They were modified after they were first discussed?

A. That is right.

Q. There were not very many changes that were material?

693 A. Yes, I think there were a great number. In fact, the majority of the changes were as to the method of computing the seniority for drivers. Drivers were the most important angle, at least at that time.

Q. The By-Laws and general machinery of the employees' organization is practically designed, isn't it, to confine it to handling of grievances of the men?

A. Confine it?

Q. Yes. Let me ask you in this way, so that you will understand it, understand what I am getting at. That machinery is not adapted, not intended to cover the formulation and presentation of general wage plans by the men, general proposals for changes of basic contracts, but on the contrary, is directed towards the grievances of the men, isn't it?

A. I think that, generally speaking, it was directed more to the handling of grievances than towards any general contract governing the problems between employees and management. At that time we had a method provided by which every operating officer and each maintenance officer used his own judgment as to meting out discipline or promotions to the men, which resulted in complaints coming to the head of the organization as to favoritism in some instances.

Q. Now, the arbitration provision of the agreement is only confined to grievances which it has been impossible to dispose of amicably in any other way, through the machinery of the plan, isn't it?

694 A. There is nothing that is excluded by an employee wanting to have anything changed that was in existence in these regulations.

Q. Well, there is no provision in the plan for any regular meetings of the men down at the bottom, the rank and file?

A. No; there isn't.

Q. And if the rank and file began to feel badly about it, about what they were paid or how they were being required to work under certain working conditions and did want to do something about it, isn't it true that under this plan the only thing they could do is to go to their regional committeeman and say, "we don't feel so good about this", and the regional committeeman would take it up before the meeting in which the company representatives would be sitting in Pittsburgh and there would be nothing that the committee could do?

A. It would come up at the quarterly meeting in Cleveland.

Q. So, anything, if it trickled through to the quarterly meeting at Cleveland, it would be something about something that started before the meeting?

A. I think that is right.

Q. In other words the plan intended was to serve as a vehicle for handling grievances rather than as the machinery for collective bargaining?

695 A. I don't think you can distinguish between the two. While in effect it was primarily for the settlement for grievances, it was in the interest of the employees and they could have handled anything they saw fit.

Q. Yes..

A. In fact, the general chairman asked about wages on more than one occasion, and since this plan has been in effect there have been three different distinct increases in pay for the employees.

Q. Yes; but the plan did not provide for the two parties sitting down and working it out together?

A. Yes; that is correct.

Q. The plan, in its very essence, doesn't provide for a separation of employees and management, does it, for them to come in and discuss it?

A. You are right about that.

Q. Have you any information, Mr. Sundstrom, about this special election called to elect a successor to Mr. Davidson, or is there anyone else who can give us the details?

A. I assume some other person could give you the details.

Mr. WATTS. That is all.

Q. (By Mr. BOWEN.) There is nothing in the plan which prevents the employees from getting together and discussing their own problems and then having the committee submit them to you?

A. There is nothing which prevented the men from gathering together to discuss their difficulties.

696 Q. You did work on this classification?

A. We had worked on this classification.

Q. For how long a period?
A. For a period of eighteen months.
Q. Had it given you any headaches at that time?
A. Considerable headaches.
Q. (By Mr. SMITH.) Getting back again to the other matter, back to Mr. Davidson, which was discussed this morning, was there anything in the plan about that?
A. No, nothing in the plan that would have prevented taking that up.
Q. (By Mr. CARMODY.) May I ask, assuming that Mr. Davidson, at the time he was elected regional chairman and subsequently, was a member of a regularly organized labor union, is there any reason why he should have had to resign from that union to have continued to be general chairman?
A. That is my opinion, that he should have resigned.
Q. From a union that he was a member of?
A. One of the two.
Q. Of course, this employees' association is not a labor organization?
A. I don't believe it is, under the plan.
Q. Yet he should resign from it or the other if he wanted to continue in this company's organization?
A. I believe I answered that. In my opinion, no man could
697 be representing two different organizations, that is what I meant.
Q. (By Mr. WATTS.) Of course, at the time he represented the regional committeemen, there was no organization, because there were no by-laws. The election was held before the by-laws were adopted?
A. I think that is correct.
Q. Now, referring to Respondents' Exhibit No. 6, the By-Laws of the employees' association, do I understand that those are now in effect?
A. To the best of my knowledge they are.
Q. Referring to Exhibit No. 6, article 7, it is your understanding that those are now in effect?
A. Yes, sir.
Q. Reading that paragraph, what does it mean?
A. The way I consider it is anything that is in the by-laws that is desired to be changed, thirty days notice and a two-thirds vote of the joint reviewing committee must be had, on that change.
Q. (By Mr. CARMODY.) Now, these by-laws, as I understand it, are the by-laws for governing the employees' association?
A. That is my understanding also.
Q. How is the joint reviewing committee constituted?
A. An equal number of representatives of management and of employees.
Q. That is set forth in this document No. 5 here, paragraph
698 9, over your signature and over the signatures of three employees' representatives, the joint reviewing committee will consist of six chairmen of the employees' regional committees and six representatives of the management, selected by the management, so that the employees' by-laws may not be changed without the con-

sent of the management, the by-laws of the employees' association, is that right?

A. That is the way I read this.

Q. And this is an independent employees' association? Do you think that comes within the scope of the present statute?

A. I don't believe I am capable of answering that.

Q. (By Mr. BOWEN.) The question that was asked you by the Member of the Board related to the status of Mr. Davidson as chairman of the employees' committee, and such information was what I suppose you were referring to in your answer to his questions. The conflict in your mind is his interest, as between being a representative of the employees under this plan—

Mr. CARMODY. And organizing for an outside union. That is it. I cannot see how that would be inconsistent with holding office in both so-called organizations.

Q. (By Mr. BOWEN.) That is what you referred to?

A. Yes.

Q. There is nothing in any of these records which shows an inconsistency as to Davidson being a member of both organizations?

A. None whatever.

699 Q. (By Mr. CARMODY.) But, he may not hold office in both?

A. My point is that it would be inconsistent.

Q. (By Chairman MADDEN.) How about holding only the office under the employment plan, would that be inconsistent?

A. It might be inconsistent but I didn't pay any attention to it.

Q. Now, if a man is a member, I suppose you cannot stop a workman from being elected to office?

A. That is true, but I think it is inconsistent if he accepts office.

Q. (By Mr. BOWEN.) Let me ask you this, Mr. Sundstrom: Do you understand that a member of this Amalgamated local, that that membership constitutes that local and its officers to represent him, and would that be inconsistent with him being a representative of the employees in the other organization?

A. I think it would be inconsistent and I have so stated.

Mr. BOWEN. Mark this as an exhibit.

(Paper marked Respondents' Exhibit No. 13 for identification.)

Q. (By Mr. BOWEN.) I show you Respondents' Exhibit No. 13 and ask you if you received that at your office from me?

A. To my knowledge, I received it.

Q. Has it got a stamps on it which shows the date it was received?

A. Yes, it has a stamp on it.

Mr. BOWEN. I show you Exhibit No. 13 and ask you if that is a paper you received from me?

700 A. To the best of my knowledge, I received it.

Mr. BOWEN. I offer Exhibit No. 13 in evidence. This is the so-called Chester Wright Labor News.

Mr. CARMODY. One of the services?

Mr. BOWEN. Yes.

Mr. WATTS. If the Board please, I point out that Respondents' Exhibit No. 13 is a copy, apparently of the service, Chester Wright's Labor Service. And I do not want to be filling up the record with objections, but I should like to have it received subject to our right to verify it.

Mr. BOWEN. It is just introduced as a copy. I am introducing it merely to show that companies were supplied with the information.

Chairman MADDEN. Admitted.

(Respondents' Exhibit No. 13 for identification received in evidence.)

Q. (By Mr. CARMODY.) How far did this get into your organization, this particular document?

A. I couldn't answer that.

Q. Did it get beyond your office?

A. I don't believe I circulated it, myself; no.

Mr. BOWEN. That is all.

Mr. WATTS. That is all.

(Witness excused.)

701 W. A. DUVALL, called as a witness, being duly sworn, testified as follows:

Direct examination:

Q. (By Mr. BOWEN.) Your name is W. A. Duvall?

A. Yes; that is right.

Q. And you are manager of maintenance, General Manager of Maintenance for the Pennsylvania Greyhound System?

A. Yes, sir.

Q. When did you first enter into the employment in the motor field, Mr. Duvall?

A. In 1912.

Q. And where did that occur?

A. At the old Wilcox Truck in Minneapolis.

Q. How old were you then?

A. Seventeen.

Q. Have you been employed in the motor industry ever since?

A. Entirely.

Q. In what capacity did you work for the Wilcox Truck in Minneapolis?

A. As mechanical helper.

Q. How long were you employed by that concern?

A. I did sweeping, washing, greasing, oh, I imagine about six months.

Q. You did everything that could be done in a manufacturing establishment?

702 A. Painting, body work and everything else.

Q. This was a truck manufacturing concern at that time?

A. That is right.

Q. Go ahead and state what were the later developments in your career, in connection with your employment by Wilcox and Company and up to the present time?

A. Well, I was with them for about four years and then the war started.

Q. In what capacity?

A. As a mechanic.

Q. And did you later come into a foreman's job?

A. Oh, yes. Then I went out and did road service work, inspection work.

Q. Do you mean on trucks that had been sold?

A. Trucks; and I also did road service work on old equipment.

Q. Did you do anything on buses?

A. Buses were just coming into Minnesota at that time, jitney buses, and we were lengthening out touring cars at that time for buses.

Q. Were you employed in that service upon what is known as the Iron Range?

A. Oh, yes.

Q. Who were operating those trucks at the time you first went up there?

A. You mean the trucks or buses or what?

703 Q. Yes, trucks or buses?

A. Well, Mr. Wickman also had some lengthened out touring cars running up there, giving bus service and I worked for the Virginia Peoples Touring Company and also for Mr. Shobatt who had buses running.

Q. Did the Wilcox Truck Company later then go into the manufacture of buses?

A. Yes, they did, after the war.

Q. What was your connection after they were engaged in that industry?

A. I was foreman of both the repair floors and the assembly floors.

Q. How long did you remain with the Wilcox people?

A. Well I stayed with them until the Greyhound started in the East. I came down there in 1926, to Chicago.

Q. You came where in 1926?

A. To Chicago.

Q. Had there been any change in the name of the Wilcox Truck Company?

A. Yes, Wills Motor.

Q. That is C. H. Wills motor?

A. That is right.

Q. And they manufactured the buses referred to by some witnesses on the other side as the Wills buses?

A. The Wills Coach, yes.

704 Q. And they were used extensively by the Greyhound in the early days?

A. For the first three or four years of the Greyhound.

Q. When you first came to Chicago with the Greyhound, what did you do?

A. I was foreman of the Chicago garage. We didn't have a station at that time. I did most everything.

Q. That was when they had the little garage out on 29th Street?

A. I think they had about fifteen buses when I first came with them.

Q. And you have been with the Greyhound people every since?

A. That is right.

Q. And at the present time you are General Manager of Maintenance?

A. That is right.

Q. For the Pennsylvania Greyhound System?

A. That is right.

Q. As well as other parts of the Greyhound System?

A. Yes.

Q. So that in your career, you have become acquainted with the maintenance, the building of motor vehicles, their construction?
A. There isn't anything I haven't done on them.
Q. Do you superintend all of the garages that come under your jurisdiction?
705 A. That is right.
Q. How many are there and where are they located?
A. There are well over thirty of them.
Q. Name the largest ones?
A. St. Louis, Chicago, Detroit, Cleveland, Pittsburgh, New York, Boston, Washington, Philadelphia.
Q. And those garages all are operated in connection with the servicing and maintenance of the equipment that is run by the Greyhound Lines?
A. That is, any Greyhound company that comes in there.
Q. Now, Mr. Duvall, do you have a system of records whereby the work in garages is allotted to certain men and a check system to see who works on certain vehicles and how it is done?
A. Yes; that is very necessary. I am gone from my office about seventy-five percent of the time, and very many of the state organizations require that we keep records of that kind, so they can come in at any minute and check up what has been done on various vehicles.
Q. And it is through this system of records that you keep in touch with these garages?
A. It is necessary that I have some such records as that.
Q. You spend a considerable part of your time traveling around?
A. At least seventy-five percent of the time.
Q. Supervising these garages?
706 A. That is right.
Q. In your capacity as general manager?
A. That is right.
Q. In your capacity also do you maintain a record of accidents which may occur on the highways?
A. Yes; I keep a record of all accidents and the maintenance department, if I find there is an accident, I want to find out what was the cause, with reference to the maintenance or operating department, because they, of course, inquire of me what was the reason for it, and what has happened, so as to correct it.
Q. And when an accident does occur it is brought to your attention?
A. Immediately.
Q. And you keep records of what is known as road failures?
A. Yes. I get a road failure report on every road failure and when the copy comes to my office, I see it, on every road failure.
Q. And that is through a system of comparative road failures that you are able to keep your hand upon these various garages and watch and see whether anything is going wrong?
A. That is right.
Q. Now, in the month of July 1935 did you become aware of a condition regarding road failures in the Pittsburgh garage, which was not normal?
707 A. Yes; about the 9th or 10th of the month.
Q. Tell just how that was brought to your attention and what it was that gave you an interest in it?

A. Well, I had been in Chicago and Detroit and imagine I had been away about five days, and upon my return my secretary called my attention to the road failures being excessive. He has been with me five or six years and he knows what information to give me.

Mr. CARMODY. What was that? What date was it?

A. About July 9th or 10th.

Q. Your attention was called to what?

A. To the number of road failures we had in the first portion of July.

Q. (By Mr. CARMODY.) How long had they been accumulating in your office? You were away, you say?

A. Well, I went away about the middle of July—about the fourth and I returned and it was either the 9th or 10th that I asked for the road failure record, which had accumulated over probably six or seven days.

Q. (By Mr. CARMODY.) Do we have here a list of these failures up to the time that your secretary called your attention to them?

A. Sure.

Q. I would be glad to see those?

Mr. BOWEN. We will put those in.

708 Mr. CARMODY. All right.

Q. (By Mr. BOWEN.) Do you see the road failure reports as they occur?

A. Every day.

Q. You don't wait a month or so?

A. Oh, no.

Q. So that when you are out of your office, when you come back, you see whether or not there has been an abnormal amount of road failures for any of those garages?

A. That is right. They were listed on a chart as they came in.

Q. And it was about the 9th or 10th that they were brought to your attention?

A. I think that would be right. We had seven, four on the first, one on the fifth and two on the seventh.

Q. Is that an abnormal number?

A. Yes, compared with what we had in other garages.

Q. What did you do?

A. Road failures cost us a lot of money and I am held responsible to the operating department.

Q. What did you do?

A. I called up Mr. Nyland and asked for Mr. Sprain and asked what was causing this.

Q. Who is Mr. Nyland and who is Mr. Sprain?

A. Mr. Sprain is assistant manager of maintenance for Greyhound Lines. Mr. Nyland is manager of the Pittsburgh garage.

709 Q. What did you do?

A. I asked him what was the reason for all of these road failures. He said everything seemed to be all right but there seems to be a let down in the Pittsburgh garage, and I offered him a lot of suggestions and instructions on checking over motors and things of that sort.

Q. Well, then what next did you do about it or what came to your attention in regard to it?

A. Well, within the next three days three more road failures occurred, making twelve of them before the 14th of the month.

Q. Then what did you do?

A. I didn't call anybody. I came right down here, that late afternoon or evening, and, naturally, Mr. Nyland was severely criticized.

Q. When you came down here, what did you do? Did you go out into the garage?

A. Yes; I did. I went all over the garage. I was down in the basement. I went into the unit room. I checked over engines that were being rebuilt. I checked some engines that Mr. Kullander was working on and went over the whole place, checked up the whole place.

Mr. WATTS. About what date?

A. That was on the 15th.

Q. When you were checking these things, you were checking something that you knew about?

710 A. Entirely so.

Q. Did you take the matter up with Mr. Nyland?

A. Yes, I had Mr. Kullander, Mr. Johnson, the body shop foreman and Mr. Bremmier in there and Mr. Nyland in there. I criticized them very, very severely as to what was taking place and I told them that unless there was a marked improvement there would be some radical changes take place and it would mean that if they didn't cut down the road failures some of the work would have to be taken out of Pittsburgh, out of the Pittsburgh garage, because we couldn't afford to continue under those conditions.

Q. While you were around that garage, did you notice the conditions, any conditions amongst the working men that did not seem to coincide with what ought to be done there?

A. There was sort of a loose condition. The coaches were not being cleaned properly. I walked around pits. They were dirty and sloppy, the lights were on when they didn't need to be. Every place I walked there were three or four men watching me. I walked into the rest room and three or four men went in there, talking, and it seemed to me as though the place was sort of disorganized.

Q. (By Mr. CARMODY.) What do you mean by "rest room"? Do you mean the toilet?

A. That is right.

Q. It really wasn't a rest room?

711 A. The rest room was upstairs, over the toilet.

Q. I wondered whether it was a rest room or whether it was some place else.

Q. (By Mr. BOWEN.) Well then, what did you do, Mr. Duvall?

A. Well, after checking over things, I criticized Mr. Nyland and every one else and insisted that certain things should be done. I suggested to Mr. Kullander that before the crank cases were put up they should be checked over by him, because he was one of the most efficient men there, and I also suggested to Mr. Nyland and to Mr. Bremmier that they ought not to take anything for granted. Finally, I insisted that on the next day they have a good rousing shop meeting and see if they couldn't get things going in a better manner than they had been.

Q. Did you later on go back to Chicago?

A. Yes. I went back to Cleveland and from there I don't just remember where I did go.

Q. Well, you later found that these conditions still seemed to exist and the matter of road failures was brought to your attention again?

A. Yes. After I made that trip, it apparently looked as though the matter had been cleared up. I was sort of patting myself on the back that it really was cleared up, up until the 28th, when we had three or four more failures which showed up over the previous part of the month.

712 Q. Do you have an office in Chicago?

A. I go to Chicago, yes, quite often. I am out there, I should imagine twice a month.

Mr. BOWEN. Mark this as an exhibit?

(Paper marked "Respondents' Exhibit No. 14" for identification.)

Q. Respondents' Exhibit No. 14 seemed to have been sent from Chicago. That is the reason I asked you. Was it sent from Chicago?

A. That is right.

Q. And that letter is addressed to Mr. Sprain. Where did it go to?

A. Washington and a copy of it was sent to Mr. Nyland.

Mr. BOWEN. We offer in evidence Respondents' Exhibit No. 14.

Mr. WATTS. No objection.

Chairman MADDEN. Admitted.

(Respondents' Exhibit No. 14 for identification received in evidence.)

Mr. BOWEN. This is on the letter head, or a letter headed from W. A. Duvall, which reads as follows:

"CHICAGO, *July 23rd, 1935.*

"W. A. DUVALL, C. D. SPRAIN.

"I was rather surprised this morning to find that up to the 13th of the month the Pittsburgh Garage has been responsible for 12 road failures.

"When you consider that there is only one other garage in
713 the entire System which has had two failures and the Pittsburgh Garage has had more failures than all of the garages combined it is a rather serious matter. The Management has absolutely insisted that these road failures be reduced and will not allow the present conditions that apparently exist in the Pittsburgh Garage to continue.

"You can rest assured that unless a marked improvement is shown within the next few days most of the major overhaul work being performed in the Pittsburgh Garage will be done elsewhere. It is very possible that regardless of what improvement is shown in the Pittsburgh Garage the major overhaul work will be removed, as the Management feels that an organization which has been together as long as the Pittsburgh Garage should never allow such conditions to exist.

"I would suggest that you discuss this matter with your foremen at once and they might just as well let the personnel know that certain changes will have to be made. There is not any doubt but

what someone in the Pittsburgh Organization is responsible for such conditions and surely there must be something wrong with your personnel.

"It is my opinion that this major overhaul work and inspections will have to be done some other place, for the time being at least, as we cannot permit such conditions to exist."

At the bottom it shows that a copy was sent to J. J. Nyland.

Mr. CARMODY. Signed by whom?

714 Mr. BOWEN. Signed by W. A. Duvall.

Mr. CARMODY. Who sent that to whom?

Mr. BOWEN. It was addressed to Mr. Sprain, his assistant, and a copy was sent to Mr. Nyland.

Mr. SMITH. What was the date?

Mr. BOWEN. July 23rd, 1935.

Q. (By Mr. BOWEN.) That letter was written after you had visited the garage, in the middle of July?

A. Yes; on the 15th.

Q. (By Mr. SMITH.) Also, Mr. Duvall, that letter was sent out after you had noted that the number of road failures had apparently gone down, that is the peak?

A. I don't remember the substance of that letter.

Q. You heard Mr. Bowen read it. It calls attention to the fact that there were a large number of road failures up to the 13th?

A. That is right.

Q. And goes on to recite things that may happen if they didn't decrease?

A. That is right.

Q. According to your previous testimony they had decreased some after the 13th?

A. That is right.

Q. (By Chairman MADDEN.) Had there been an accident since the 13th?

715 A. Of course, a road failure and an accident are entirely different.

Q. From the 14th to the 23rd, there were no road failures?

A. No; there were road failures in between there.

Q. What do you mean by this statement, "unless a marked improvement is shown within the next few days", when for nine days they had had a perfect record? It had improved, hadn't it?

A. Well, there were different road failures in there.

Mr. WATTS. I think the Chairman is thinking this is dated the 13th.

Chairman MADDEN. That is what you say, there hadn't been any road failures in between.

A. There were two on the 18th and one on the 19th.

Q. (By Mr. BOWEN.) At the time you wrote this you were in Chicago?

A. Yes.

Q. And following your return to Cleveland?

A. That is right.

Q. And your records of road failures come into Cleveland?

A. That is right.

Q. Now, did you receive a report from Mr. Nyland about this matter that you wrote him about?

A. Yes; he held a shop meeting.

Q. Just a minute. Mark this as an exhibit?

716 (Paper marked "Respondents' Exhibit No. 15" for identification.)

Q. I show you Respondents' Exhibit No. 15. Is that a letter that you received from Mr. Nyland, this is the one of the 27th?

A. The meeting was held on the 26th.

Q. Is this a correct copy of the letter that you received from Mr. Nyland?

A. It is.

Q. Where did you get it? It is not the signed copy that came to you.

A. I got it in Cleveland.

Q. No; apparently this is a carbon copy. How did you get that carbon copy? Is that Mr. Sprain's copy?

A. That is Mr. Sprain's copy. I have the original.

Q. But you do know that this is the letter that you got from Mr. Nyland?

A. That is right.

Q. And this is a copy of it?

A. Yes.

Mr. BOWEN. We offer Respondents' Exhibit No. 15 in evidence.

Mr. WATTS. No objection.

Chairman MADDEN. Admitted.

(Respondents' Exhibit No. 15 for identification received in evidence.)

Mr. BOWEN. This reads as follows:

717 "Greyhound Lines—Inter-Office Correspondence

"From J. J. Nyland, Address Pittsburgh.
"To W. A. Duvall, Address Cleveland.
"Subject: Road Failures.

"Date: July 27, 1935.

"A Special Meeting was called by Mr. Nyland in the body shop of the Pittsburgh Garage on Friday, July 26th, relative to the road failures being experienced by the Pittsburgh Garage. All the day employes were present and the following was discussed:

"The Pittsburgh Garage went into a slump as far as road failures are concerned and since the first of this month to date we have had a total of sixteen road failures.

"Mr. Nyland stated that for the months of May and June we had an average of 172,000 miles per road failure and for the month of June our average was 148,000 miles per road failure, and this average has dropped to approximately 30,000 miles per failure.

"Mr. Nyland read a letter which was received from Mr. Sprain and also a letter which was received from Mr. Duvall relative to these failures. These letters were to the effect that if the Pittsburgh Garage does not show an improvement within the next few days it is going to mean that drastic steps are going to be taken in order to eliminate this outrageous amount of failures.

718 "Mr. Nyland stated that with the facilities the Pittsburgh Garage has there is not any excuse whatsoever for these fail-

ures and each mechanic was given to understand that it is absolutely necessary for them to put their minds to their work and thoroughly check all coaches over very carefully to catch such things which may cause a failure. He also reminded those that are on the inspection crew that before any part is put back into a coach it must be cleaned and inspected for any defects, this was also discussed for the benefit of all the personnel of the garage.

"Mr. Nyland also stated that while on the service floor he has noticed quite a few of the employees walking around as if they were day dreaming and no doubt their minds are somewhere else other than on their jobs. This condition of lost interest has been very apparent in the last month or so and it was given to understand that if any one with any apparent lack of interest would immediately be discharged.

"The shop personnel was again reminded that if the amount of road failures isn't brought down to a minimum the Pittsburgh Garage will no doubt be used as a minor service garage, as coaches allocated to the other garages are capable of doing the work without experiencing road failures, which would mean that the services of the larger part of the garage personnel would not be needed.

"Mr. Nyland read a letter from Mr. Duvall relative to the
719 commendable record which the New York Garage has just set up in regards to road failure mileage, and stated that there was no reason for the Pittsburgh Garage to be at the bottom of the list.

"Mr. Nyland closed the meeting and emphatically emphasized the fact that the road failures must be cut down.

"(Signed) J. J. NYLAND.

"cc

"C. D. SPRAIN."

Q. (By Mr. BOWEN.) That was the report that you received on this meeting from Mr. Nyland?

A. That is right.

Mr. CARMODY. That was dated on the 27th?

Q. Dated on the 27th?

A. Yes, sir.

Q. Now, what happened, so far as your attention was concerned, after you received this report regarding this meeting that was held?

A. What do you mean?

Q. Well, first, let me ask you, did you know that this special meeting was going to be called? That is, did you advise them to call a meeting of the employees?

A. Yes; I advised them to call a meeting in the middle of the month and then also to call another meeting to see if we couldn't straighten matters out and improve conditions there.

720 Q. As relating to this Pittsburgh garage, what next came to your attention after this letter of the 27th?

A. Well, apparently it started to improve, at least it looked like it started to improve, as they dropped off for the last half of the month.

Q. This letter is dated the 27th?

A. That is right.

Q. What next happened that put the Pittsburgh garage in your mind?

A. Well, on Monday morning, it was called to my attention by my secretary——

Q. Do you recall the date?

A. That would be on the 29th.

Q. The 29th of July?

A. Yes. It was called to my attention that we had experienced an accident over at Warren, Ohio. I don't know where he received the report but he said that several people had been killed, and I asked him where the coach was and he said that he understood that it was down at the Cleveland garage.

Q. What did you do?

A. Of course, I was busy. That was in the morning, but in the late afternoon I went down and checked over this coach.

Q. That is, after the coach had been brought into Cleveland?

A. Yes. The accident had happened on Sunday afternoon, I believe. It arrived in the Cleveland garage between six o'clock
721 and seven o'clock in the evening, Sunday evening. It came in under its own power and was backed into a stall along side of the body shop.

Q. You went down and looked at this coach personally?

A. Yes.

Q. What did you do?

A. First, I started in at the front end.

Q. Did you know that that was the coach which had come from the Pittsburgh garage at the time you started to look at it?

A. Did I know?

Q. Yes?

A. I didn't know whose coach it was, particularly. I didn't know about the location. So, naturally, I started looking at the coach before I inquired who it belonged to but after I started looking over the coach I inquired.

Q. You found out while you were there?

A. Yes.

Q. What did you do?

A. I checked over the front axle, the brakes, I checked the air tanks and saw there was air still on the coach, which would lead you to believe it was all right. I looked at the brake drums, checked the brake drums, checked the condition of the brake shoe and noticed the adjustment of the brakes.

Q. What did you find after that inspection as to those brakes?

A. From my inspection I was led to believe either that the
722 coach had not been adjusted before it went out on its run or else, whoever the employee was, made an improper adjustment.

Q. What did you find about that adjustment?

A. I find the left hand brake was set too tight, that it must have been dragging on the right hand side.

Q. Does that constitute a mal-adjustment of the brake?

A. Yes; it does; considering that they have a brake testing machine in Pittsburgh to do this work.

Q. How much damage was done to this coach?

A. The paint on the left hand side of the wheel housing had been scratched, the paint over the wheel housing was scratched, and the

band over the wheel housing was broken and apparently the back wheel housing was bent and the rub rod was marked.

Q. Had the coach been brought into Cleveland under its own power?

A. Yes.

Q. So far as operation was concerned, it could still propel itself?

A. Yes.

Q. Did you get a report on the accident?

A. Yes; in a way; I did get a report on the accident. Yes; I got a report on the accident.

Q. Do you recall whether that report was before or after you inspected it?

A. That was after I inspected the coach.

723 Q. What was the report brought to you relative to the manner in which this accident happened and what had happened in the accident?

A. The coach, going into Warren, or else it was on a street in Warren——

Q. Warren, Ohio?

A. That is right. The driver applied his brakes. The street is about thirty feet wide where he applied his brakes. Apparently the left wheel had taken hold and pulled the coach entirely crosswise of the road and a car coming from the opposite direction then ploughed into the side of the coach and injured, I believe, one person riding in the car.

Q. How many private automobiles were involved in the accident?

A. I believe there were two involved in it.

Q. And your report indicated that the rear end of the bus had swung across——

A. Right across the road; it blocked the entire road.

Q. Across the other part of the road that the bus was travelling on?

A. Yes; right crosswise of it.

Q. And thereafter came into collision with two cars that were using that side of the road?

A. That is right.

Q. Now, then, what did you do after you made this inspection and got this report on this accident?

724 A. Well, I made up my mind right away that something would have to be done, because I was fully convinced that we could not afford to have coaches on the road in that shape, because I don't know of any place where coaches cannot go out and run ninety or a hundred miles without having brakes like that.

Q. What did you do then?

A. I started to Pittsburgh.

Q. When you came to Pittsburgh, you will admit that you were pretty sore?

A. Well, I was so sore that I don't think I hardly talked to anybody.

Q. Well, when you got to Pittsburgh, what did you do then? Did you go out to the garage?

A. Yes; I did. I went all over the entire garage.

Q. Whom did you see and what did you do?

A. I saw Mr. Nyland and I saw Mr. Bremmier. I went over practically the same proceedings that I had on the previous trip when I had been there. I stood around the wash rack. I went under the coaches. I went into the locker room, the body shop, and everywhere.

Q. How much time did you spend at the garage to see what was going on?

A. I would say possibly four or five hours.

Q. During this time, did you talk with Mr. Nyland or the other foremen around there?

725 A. Yes; I did.

Q. Did you converse with them in just a friendly way.

A. No; not entirely so. I told them, as far as I was concerned, the fooling was all over, that we had too many road failures down there, and where human life was involved, I thought it was up to them to control it, and if they couldn't get busses out in a proper manner, somebody else would have to do it.

Q. Did you proceed to check over the work yourself?

A. That is what I attempted to do.

Q. And while you were there, was there anything relative to the operation of the garage that you noticed? Was there anybody who got into your road who were not performing their duty as they should have?

A. Yes. I was over there four or five hours that morning.

Q. Was that the time that you ran into Mr. Burns, who was running the grease jobs?

A. Yes; that was right ahead of the grease rack.

Q. And that was while you were down there for the purpose of straightening out that situation?

A. That is right.

Q. Well then, did you check up as to the recorded report on the servicing of this coach, at the Pittsburgh garage?

A. Yes; I did. I inquired who did the work.

Mr. BOWEN. Mark these as exhibits.

726 (Cards marked Respondents' Exhibit No. 16 for identification.)

Q. Is this Exhibit No. 16 the service report at the garage as kept on their servicing of that coach No. 566?

A. That is right.

Q. Was coach No. 566 the coach that was involved in this accident?

A. Yes.

Mr. BOWEN. We offer Respondents' Exhibit No. 16 for identification in evidence.

Mr. WATTS. Do you have a witness who can testify as to whose hand writing that it made out in, who made it out?

Mr. BOWEN. I will have him testify as to the manner in which it is made out.

Q. (By Mr. BOWEN.) That is a regular report which is filed?

A. That is a regular report on all coaches entering Pittsburgh.

Q. Whose writing would that be made out in?

A. I don't know whether that would be the man at the gas rack who made it out. I am not able to say who made it out.

Q. At least, that is a report made out by a man at the garage?

A. Yes.

Q. Showing what has to be done on that coach?
A. That is right.
Q. And the figures over on the right, the numbers under the heading, "work completed, mechanic's No." does that indicate there who worked on that coach?
727 A. Yes.
Q. Who performed these various functions relative to that coach?
A. Yes; the men who worked on the various operations.
Q. And that exhibit shows that that coach was serviced at the Pittsburgh garage on July 27th?
A. Yes; that is right.
Q. 1935?
A. That is right.
Mr. WATTS. Are those numbers put on by the men?
A. That is the men's clock number. The man puts it on himself.
Mr. WATTS. No objection.
Chairman MADDEN. Admitted.
(Respondents' Exhibit No. 16, for identification received in evidence.)
Q. (By Mr. BOWEN.) Now, on Exhibit No. 16, it shows a reference to brakes, brake clutch——
A. Check brakes, adjust brakes, check water.
Q. And over there on the right hand side, following that, there is a number, No. 154?
A. That is right.
Q. Under "work completed, mechanic's number?"
A. Yes.
Q. Does that indicate the number of the man who worked
728 on that job?
A. It does.
Q. When you checked this matter up, did you check this report to find out who it was who worked on this brake job?
A. I did.
Q. (By Mr. SMITH.) I cannot make out the last word here on the last line, "check brakes"?
A. Check brakes, adjust brakes, check wiper.
Q. Check what? "e-h-w-i-p" is that check wiper?
A. Yes.
Q. (By Mr. BOWEN.) I suppose that is the windshield wiper?
A. I imagine so.
Q. Did you find out who number 154 was, the mechanic who worked on that job?
A. I did.
Q. Can you testify from your own recollection or have you made notes?
A. I know who it was.
Q. Who was it?
A. Emil Law.
Q. On that day, did you check through the records of all of the rest of these road failures?
A. Yes. I analyzed the road failures with Mr. Nyland and Mr. Bremmier.

Q. To determine who these men were who had worked on
729 these road failures?

A. Yes, I checked them all. I didn't get any exact record but I checked them all.

Q. Mr. Duvall, you, yourself, having inspected this coach after it was in this accident, having a report of the manner in which this accident occurred, and then seeing this report as to who had serviced the brakes on that coach and that the brakes had been serviced at the Pittsburgh garage, just state in your own way as to what conclusion that would lead you to, as to whether or not this servicing might have been responsible for that accident?

A. Well, I immediately concluded that the mechanic who performed that work, either he didn't perform the work and put his number down in back of it, or else he had performed the work and had not done it in an efficient manner.

Q. Now, the manner in which the accident occurred, which you have described, would that indicate to you, from the manner in which the operation of the buses, the mechanical construction of the buses is done, that the accident was caused by the brakes being out of adjustment?

A. Yes; if brakes are adjusted evenly and they are applied on an emergency stop, the coach will go right straight ahead, usually. If it is a crowned road there may be a slight twisting of the bus to the right, but this bus here, when the brakes were applied, it
730 turned the bus around to the left hand side, which showed definitely that the left hand wheels were adjusted tighter than the right hand side.

Chairman MADDEN. We will take a recess for five minutes.

(Whereupon, a recess was taken.)

Mr. BOWEN. Mark this as an exhibit.

(Paper marked Respondents' Exhibit No. 17, for identification.)

Q. (By Mr. BOWEN.) Mr. Duvall, I show you Respondents' Exhibit No. 17 for identification and ask you what that is?

A. That is the seniority roster in the Pittsburgh garage.

Q. And that information is obtained from you, to make up that exhibit?

A. That is from the payrolls in Cleveland.

Q. And you had that made up from the records?

A. That was made up and Mr. Nyland had it in his possession.

Mr. SMITH. I didn't get that.

A. That was made up and Mr. Nyland had it in his possession.

Q. This information comes from the records of the company?

A. Yes.

Mr. BOWEN. This information, which comes from the records of the company, of which I am merely furnishing a typewritten copy, those records being in our office, we have no objection if the Board wishes to check these exhibits that we put in against our records, and we will be glad to give them the facilities to do so.

Mr. CARMODY. Excuse me. When was that made up, that list?
731 Mr. BOWEN. I first want to offer it in evidence.

Mr. WATTS. I have no objection. Just get the date.

Chairman MADDEN. Admitted.

(Respondents' Exhibit No. 17, for identification received in evidence.)

Q. (By Mr. Bowen.) When was that list made up, Mr. Duvall?

A. Well, that comes off of the payroll cards in Cleveland and was made up, I would say, after the classification had gone into effect. In fact, it was made up at the same time that the classification would be, so that they could check their records.

Q. Now, this information on here as to the classification of the men is made up in accordance with the seniority standing of the men?

A. Yes; their payroll card will show that those are the dates they worked in the Pittsburgh garage.

Q. And this shows the classification of the men?

A. It doesn't show the classification—yes; that shows the classification. The other one shows the rate per hour.

Q. And these classifications shows on Exhibit No. 17, do they refer to the classifications under the exhibits which have been introduced and which Mr. Sundstrom referred to as being the re-classification of July 1st?

A. Yes; it pertains to the thirty-two garages, which were all classified as of July 1st. The classification applies to all
732 thirty-two garages. They were all the same.

Mr. Carmody. May I have one of those.

Q. Yes, sir. Mr. Duvall, after you got down to the Pittsburgh garage and spent time looking around there, the day following this accident, did you make any suggestion to the manager as to what ought to be done to correct this situation?

A. I knew that something ought to be done. I knew that I either had to take out all of the equipment or we had to take out a part of it. I did not know definitely where we would put it or just exactly what we positively wanted to do. I finally made up my mind that we would allocate the equipment in the Chicago division.

Q. How much time did you spend in going around the garage before you concluded that?

A. Four or five hours.

Q. You had, before that time, given consideration to moving part of this work out to the Chicago garage?

A. Yes; we don't think anything of moving work out of one garage into another. In other words, in the spring, after the long lay over, if that long lay over is at either end of the line, we switch around and make our service at the other end of the line.

Q. Well then, after you had made up your mind about what had to be done to correct the situation in the Pittsburgh garage, what did you do to proceed to carry that decision into effect?

773 A. Well, they decided that they would take the Chicago coaches and Chicago-Pittsburgh coaches, there is a number of coaches on that division——

Q. What do you mean by "Chicago-Pittsburgh coaches"?

A. Well, we have a definite number of coaches that operate between Chicago and Pittsburgh, which are only licensed to operate in certain states, and they have to remain on that division. They cannot go east to any other division than the one they are on.

Q. Now those coaches were allocated to the Pittsburgh garage?

A. Yes.

Q. And what do you mean by being allocated to the Pittsburgh garage?

A. It gets all of its major service in the Pittsburgh garage. In other words, it would be washed and cleaned and checked in Chicago, but——

Q. When a bus comes into a garage to which it is not allocated for major service, what happens to that bus, what service does it go through?

A. It goes over the regular inspection rack, the wash rack, the grease rack, and in most places they have a checker who checks over things. In most places there is a driver's trip report and if there is anything wrong, in most cases, that is taken care of, even though it is not the home garage.

Q. If a coach comes into a garage to which it is not allo-
734 cated and has a driver's trip report of some defect, it will be serviced in that garage even though it might not be allocated to that garage for major servicing?

A. That is right.

Q. Otherwise it goes through your ordinary service of washing and cleaning?

A. Washing, cleaning, and greasing.

Q. (By Mr. SMITH.) You also said they check the brakes?

A. Yes; check the brakes, check the wheels and plugs.

Q. (By Mr. BOWEN.) Just describe what happens to a bus when it comes into a garage to which it is not allocated at the end of its run; just how it comes into that garage and what is done with it?

A. Well, the driver brings it up to the door. He may run it over onto the wash rack, otherwise he may leave it out in front of the garage until there is a space in front of the wash rack and from there it is brought inside the door by a washer or hostler.

Q. Is the wash rack right at the door?

A. Yes; right near the door. They sweep the papers out of it and it is washed and swept and watered, and an overhead spray washes it off, rinses it off, and then there is a squeegee, they clean the windows, and once a month the motor is raised and cleaned off and the front end and the springs are all cleaned off. Then,
735 the coach moves up onto the grease rack. After that, it is gassed and oiled, one man taking care of that, and that man usually refers to the driver's trip report and the road services are made. In some garages, we have a mechanical tester there, who tests the mechanical equipment, or a greaser takes care of that part, and then it goes into the service repair shop.

Q. If it is not allocated there and hasn't any need for repairs and they haven't repaired it, is that the end of it?

A. No; it is more thoroughly cleaned and before it goes out on the road it is usually inspected and tested and a foreman goes over it and checks it.

Q. It is checked by a tester, is it?

A. That is right.

Q. Before it goes out?

A. Yes.

Q. Well now, after you made your decision, I will ask you what you did to proceed to carry it into effect? You stated that you allocated certain equipment to the Chicago garage?

Mr. SMITH. May I interrupt for just a minute, because I want to get a picture of what happens to those cars which are allocated for major service, what may happen to them as distinguished from that which you have been describing.

A. Well, there is paint work and body work and straightening of fenders done. We have a 15,000 miles inspection period
736 and a 45,000 miles inspection check, which is a system to prevent maintenance, and that has to be done in a workshop. Supposing that one of these coaches came in for the 15,000-mile inspection, it would go into the main shop, and in the winter months the 45,000-mile inspection would be taken care of.

Q. (By Mr. CARMODY.) What do you mean, do you distinguish between winter and summer service?

A. Yes, in the summer, of course, that is when every bus man must use every piece of equipment he has, and in the winter we lay them up and where we run three schedules in the summer we use one in the winter.

Q. July is the chief month?

A. No, we start in May, June and July and we run clear up until August 1st.

Mr. BOWEN. Mark this as an exhibit.

(Paper marked "Respondents' Exhibit No. 18", for identification.)

Q. I show you Respondents' Exhibit No. 18, for identification. What is that?

A. This is the number of coaches in each garage during the year 1935.

Q. That is the number of coaches allocated, so called, to the garages as shown?

A. That is right.

Mr. BOWEN. We offer in evidence Respondents' Exhibit No. 18.

Mr. WATTS. Did this witness make up that list?

737 Q. (By Mr. BOWEN.) Was that made up by you or at your direction? Was it made from the records of the company?

A. Yes.

Q. Does it correctly show the number of coaches that were allocated to these different garages?

A. At the end of the month.

Q. From January 1935?

A. Yes.

Mr. WATTS. You mean, for major service?

A. That is right, major service allocation.

Mr. WATTS. I have no objection.

Chairman MADDEN. Admitted.

(Respondents' Exhibit No. 18 for identification received in evidence.)

Q. (By Mr. BOWEN.) Now, then, Mr. Duvall, in carrying out this decision, was it necessary to make disposition of some of the help that was employed at the Pittsburgh garage?

A. Well, taking these eight coaches out of the Pittsburgh garage, our maintenance program is set up entirely on a budget. In other words the Affiliated Greyhound Bus Lines figure the costs to us on the basis of one cent a mile for material—

Q. Wait a minute. By allocating those coaches to Chicago, what did that do as regards the number of coaches that were operating out of the Pittsburgh garage?

A. Well, it meant that we gave them ten new coaches.

738 Q. (By Mr. WATTS.) Gave who?

A. What is the question?

Q. (By Mr. BOWEN.) When these coaches were moved for their major service to Chicago, do you know how many coaches that took away from here?

A. That took eight old coaches out of here.

Q. Had there been allocated to this garage, just prior to that time, other coaches?

A. Yes; on July 22nd there were two new coaches.

Q. Two new coaches?

A. Yes; and on July 26th or 27th, there were seven new coaches.

Q. So that then there were put in here seven new coaches?

A. No; nine new coaches.

Q. By "nine new coaches", what do you mean?

A. 1935 coaches that had just been delivered from Pontiac.

Q. In place of the coaches that were taken to Chicago?

A. Nine new coaches.

Q. So these coaches were new and in the best possible shape?

A. Yes; they had run about three months without hardly any service.

Q. These coaches that were moved to Chicago, what kind of coaches were they?

A. They were old coaches.

Q. What do you mean by old coaches?

A. Coaches that were several years old.

739 Q. So that the actual number of coaches were not reduced at the Pittsburgh garage?

A. No; not the actual number of coaches, but the miles were reduced that they would operate.

Q. In what way?

A. That is with reference to maintenance in miles. That would be reduced in the Pittsburgh garage.

Q. Well, you put on nine new coaches. Did they take the place of the coaches that were removed?

A. That is right. Those nine new coaches would operate from Pittsburgh east on different divisions. In spite of the fact that we put nine new coaches in on that division, that would not increase the mileage. They would run between Washington and Pittsburgh, Philadelphia and Pittsburgh, New York and Pittsburgh and that would not increase the mileage because we put nine new coaches on there.

Q. That is, these nine new coaches that you put on would operate east out of Pittsburgh?

A. That is right.

Q. And the coaches that you took out were operating west to Chicago?

A. That is right. Eight old coaches went into Chicago.

Q. Was there any reason for allocating those specific coaches to Chicago?

A. Yes, they apparently have a somewhat better maintenance organization out there, good facilities and the road failure record was at least three or four times better than what Pittsburgh had.

Q. In other words, their road failure record showed that they were taken care of their equipment?

A. Yes; at least three or four times better.

Q. (By Mr. SMITH.) When you speak of the road failure record, do you mean on the per mile figure?

A. Road failures, we set the basis at about one hundred thousand miles per road failure, which is getting much better, of course, all the time.

Q. (By Mr. CARMODY.) Do you differentiate the road failures as to character of failure?

A. No; a road failure over the entire Greyhound System is any break-down on the road which means a change of coaches or the substitution of the coach on its regular schedule. A coach may go out in fifteen minutes and continue on its run. We don't consider that a mechanical failure. That is nothing serious.

Mr. BOWEN. Mark this as an exhibit.

(Paper marked Respondents' Exhibit No. 19, for identification.)

Q. I show you Respondents' Exhibit No. 19 for identification. Just state what that is.

A. This is a record of road failures of the Pittsburgh garage for the months of June, July, August, and September.

741 Q. And that is compiled from the records of the company?

A. Yes, sir.

Q. Are those records here at Pittsburgh?

A. Compiled from the copies of the records in Pittsburgh. I hold the originals in Cleveland.

Mr. BOWEN. We offer in evidence Respondents' Exhibit No. 19.

Mr. WATTS. May I ask a question about that, Mr. Duvall?

Mr. BOWEN. Yes.

Q. (By Mr. WATTS.) Respondents' Exhibit No. 19 appears offhand to be a compilation similar to other reports; is that the fact?

A. What is that?

Mr. BOWEN. It is made up here.

A. It is made from the original road failure reports.

Mr. WATTS. We haven't, so far, seen an original road failure report, have we?

Mr. BOWEN. No; those are the records at the garage.

A. We have some original road failure reports over there.

Mr. CARMODY. I assume, Mr. Watts, that you were going to get a report of which these figures are a copy, just like this, to check up on the men who were responsible?

Mr. WATTS. That is what my question was directed to.

Mr. BOWEN. He says he hasn't got them but we can compile them.

Mr. CARMODY. I assumed he would get them. I asked for

742 them earlier in this hearing, I am quite sure.

Mr. WATTS. I have no objection to the exhibit but I did want the original from which it is made up.

Mr. CARMODY. Yes; or a photostatic copy. The important thing here is what made these men make up their minds, or what made you

make this decision, and the basis that motivated you, the reason for it. That is the fundamental thing. Why did he do it?

Q. (By Mr. BOWEN.) This Respondents' Exhibit No. 19, Mr. Duvall, is a compilation made from the records of the company of road failures and it shows the date and coach number?

A. That is right.

Q. That is a compilation of the so-called seventeen road failures that have been referred to?

A. Yes.

Chairman MADDEN. It is more than that, isn't it? Doesn't it cover several months?

Mr. BOWEN. Yes; you are right.

Q. (By Mr. BOWEN.) Now, Mr. Duvall, go ahead and state what you did relative to carrying out your decision in regard to the reduction of the force in the Pittsburgh Garage? First, I offer in evidence Respondents' Exhibit No. 19 for identification.

Chairman MADDEN. Admitted.

(Respondents' Exhibit No. 19 for identification received in evidence.)

743 Q. Go ahead and answer the question.

A. Well, considering the amount of miles that we had to eliminate and charge back to the Chicago garage for that maintenance, allowing one cent a mile, I had to figure out how many men we would take off of the payroll, and allowing one cent a mile for labor and taking the major service out of this garage, meant that I would eliminate so many miles on these eight coaches out of this garage. In other words, I would have to take that much out of our payroll by throwing those coaches into another garage.

Q. Go ahead and state what you started to state. By the way, state what you started to state about these budgets that are made up for these various garages. Explain that in detail.

A. We allocate so many coaches to each garage, and we place responsibility for the maintenance cost and everything else on that particular garage. In other words, if a garage has coaches which will operate after major servicing, three hundred thousand miles per month, why, they know that they definitely have a certain amount of labor on their payroll, and accordingly that in the spring they will gain additional miles from their coaches, and they add that much additional for the miles that are taken away from them. We have a regular budget control system on each garage.

Q. (By Mr. SMITH.) When you made this allocation of new coaches to Pittsburgh, you simultaneously reduced the mileage?

744 A. In other words, the eight coaches that would operate on the Chicago division, on the major servicing, would go to the Chicago garage. They wouldn't have any servicing on these coaches here except minor servicing.

Q. (By Mr. CARMODY.) Why was that?

A. And, the nine or ten new coaches that would go in on the Eastern Division, while they were running ten thousand miles per month, would throw nine new coaches into that division and would naturally decrease the amount of mileage on each coach.

Q. (By Chairman MADDEN.) Why would you put on new coaches if the old ones were serving the mileage?

A. Well, naturally they required a certain amount of servicing on their buses and each year they buy approximately three hundred new coaches that they throw into the field and then in the early spring and in the winter they sell the second hand coaches.

Q. Would buy new ones and then not use them fully?

A. We would use them fully but wouldn't use the new coaches, the entire amount of coaches as much per coach as we previously used them. In other words, we would have nine more coaches for our schedules.

Q. (By Mr. SMITH.) You spoke of transferring how many coaches to Chicago?

A. Eight for major servicing.

745 Q. That was August 1st?

A. That is right.

Q. In June, this tabulation shows ninety-three coaches in Chicago and July 1st, 102?

A. Yes.

Q. What does that represent?

A. That would mean at Chicago. Oftentimes, Chicago and New York and Chicago and Cleveland, those are other division points, would have a rather quick turn-around and coaches from Detroit, and in the spring we build it up and the layover will be in Chicago, and in the fall we turn those coaches into the Detroit garage or the Cleveland garage.

Q. Now, August 1st shows 107 at Chicago, which is five more than on July 1st. What happened to those three other coaches that you said you transferred from Pittsburgh?

A. They were allocated to one of the other divisions.

Q. Not all of the eight, then, were necessarily allocated to Chicago?

A. Yes; they would have to operate on that division. In other words, we gave Chicago eight coaches and, in other words, we gave some other division other coaches. The New York garage damaged about five coaches in August. Those coaches were taken from the original allocation of Chicago coaches.

Q. (By Mr. CARMODY.) I don't seem to have the same copies that you are working from, because these answers don't agree
746 with the figures that you are talking about. Are you talking about what actually happened in this situation or are you talking about what is the ordinary practice in the flow of business that is changing every day? I thought we were talking about what had happened in this specific instance to these specific coaches out of this garage here, taken out because the maintenance work was poor and that they were being put into a place where it was well done?

A. That is right, it was put into Chicago.

Q. I see, but Chicago doesn't show it here?

A. It shows an increase of five coaches at Chicago.

Q. The figures I have here, at the time when I understand that the major repairs were taken away from Pittsburgh, the numbers in here are increased?

A. We have taken away eight but received nine new coaches.

Q. Took away eight and put on nine?

A. But the new coaches were accumulated on the Eastern division. The Pittsburgh garage received no more mileage on the Eastern division than was there previously.

Q. Your mileage is figured by your schedule rather than by the—rather than the number of coaches that might be lying idle or in use?

A. That is right.

Q. (By Chairman MADDEN.) Is there some logical place where a coach should receive this service?

747 A. Yes; that is all set up by bulletins, the greasing and maintenance and all of that.

Q. Did these eight coaches that were transferred for major service to Chicago, did they continue to make the same runs?

A. Oh, yes; they would go right on the Chicago division but instead of the maintenance being done here, that would be done out in Chicago, they would send the inspections records out there and the same procedure would go on on those coaches.

Q. The lay over would be there?

A. That is a long division. It is five hundred and five miles and they don't make a quick turn around. Detroit is only two hundred and seventy-five miles and they make a quick turn around there.

Q. Wouldn't these buses get out as much work after this change as they would before?

A. They wouldn't, because body work and exchange work would all be done in Chicago.

Q. Motor work?

A. All in Chicago.

Q. Well, drawing attention to a matter like, for instance, if a coach came in with a report of the driver as to mechanical defects and you had to have it fixed?

A. It is usually not very serious with a report of that kind.

Q. Is this major work, is that simply at periods of 15,000

748 miles and 45,000 miles?

A. Oh, yes; that is what is known as preventive maintenance. We have a very elaborate schedule.

Q. You don't do so much of that in the summer?

A. We try to keep up our 15,000 mile inspection but not so many as in the winter time.

Q. What is this 15,000 mile inspection?

A. It includes pulling off the wheels, checking the wheel bearings, checking the brakes, re-lining if necessary, checking the differential, taking off the front axle, pulling the wheels, adjusting the brakes, checking the engine, which includes a good cleaning up, replacing what parts are necessary, cleaning the coach thoroughly and completely finishing the coach.

Q. Did you make a statement a while ago about the May record for road failures?

A. May; I said June, didn't I?

Q. In one of those letters, perhaps Mr. Nyland's letter to you, didn't you say something about 178,000 miles?

A. Yes; I believe we have an exhibit which will show that here.

Q. (By Mr. BOWEN.) Yes; that was in the letter, that it dropped down to 30,000 miles?

A. Yes.

Q. I have an exhibit in my hand which shows that record.
749 Q. (By Chairman MADDEN.) Was that in this same garage?
A. Yes.
Q. With the same equipment?
A. Yes.
Q. Same workmen?
A. Yes.
Q. Same foremen?
A. Yes; the same as goes on in every other garage, the same procedure followed.
Q. (By Mr. BOWEN.) Are the company's records kept on a mileage basis?
A. Everything in the bus business is figured on a mileage basis.
Q. And that is the reason you allocate to the budget so much money for each garage, according to the number of miles operated out of it?
A. That is right.
Mr. BOWEN. Mark this as an exhibit.
(Paper marked "Respondents' Exhibit No. 20, for identification.)
Q. I show you Respondents' Exhibit No. 20. What was that made up from?
A. That was made up from the mileage reports.
Q. It was made up from the records of the company?
A. That is right.
Q. And accordingly shows the information that is on the exhibit as reflected by the records of the company?
750 A. That can be varified; yes.
Q. And it is the road failures, miles operated per road failure?
A. That is right.
Q. Comparative sheet for different garages, January to September?
A. Yes.
Q. 1935?
A. That is right.
Mr. BOWEN. We offer in evidence Respondents' Exhibit No. 20.
Mr. WATTS. I have no objection to this.
Chairman MADDEN. Admitted.
(Respondents' Exhibit No. 20, for identification, received in evidence.)
Q. (By Mr. BOWEN.) This Respondents' Exhibit No. 20 you say was made up from the records of the company?
A. Yes, sir.
Q. From the records of the company at what point?
A. At Cleveland.
Q. Those are the records at your office?
A. That is right.
Q. Comparative sheets?
A. That is right.
Q. This shows in Pittsburgh, in the month of July, sixteen road failures?
751 A. That is right.
Q. How do you account for the discrepancy of sixteen here

and seventeen upon Exhibit No. 19, which was introduced and was referred to?

A. This is all of the road failures that I have.

Q. What is that?

A. That is all that I have, sixteen.

Q. That is, there were only sixteen reported which show in your office?

A. Yes.

Q. While the records here show seventeen?

A. Yes.

Q. If that is what Exhibit No. 19 does show?

A. Yes.

Q. Now, Exhibit No. 20, of course, speaks for itself, but taking the Pittsburgh garage as a comparison with the other garages, Chicago, Cleveland, New York, Boston, Scranton, Philadelphia, and Washington, would you say from looking at that that Pittsburgh shows a worse record than the others, as to road failures?

A. I would say that the figures show it to be very much worse.

Q. Now, it shows that when these buses were shifted to Chicago that is, in the month of August, that the road failures at Chicago jumped up from three in July to ten in August?

A. That is right.

752 Q. Those ten would have included the buses that came from the Pittsburgh garage; that is, they were being serviced at Chicago?

Mr. CARMODY. Is is contended that some of the buses that were moved from Pittsburgh to Chicago continued to have road failures after they went to Chicago?

Mr. BOWEN. This don't show it, and so far as I know we haven't checked that very thing, but that could be checked. I am merely calling attention to it.

A. It shows that the condition was such that they needed some repairs.

Q. (By Mr. BOWEN.) Well, this merely showing ten doesn't show that those road failures occurred on buses coming from the Pittsburgh garage?

A. We could have that information for you tomorrow.

Q. Have you checked that?

A. I haven't but I can get that information for you definitely. Some of those were on those coaches from the Pittsburgh garage.

Q. Have you got that information?

A. I think Mr. Sprain has.

Q. (By Mr. SMITH.) How do you account for such a wide discrepancy in a city such as Chicago where the March figures show 71,000 miles per failure and two months later, in May, it shows 276,000 miles per failure? What, presumably happened between March and May?

753 A. Well, of course, considering the winter months. We do our winter overhauling and, of course, towards spring the coaches are getting in much better shape. If I remember right we had some rather bad weather conditions out there at that time, which may account for the discrepancy.

Q. Such a variation would not reflect on the personnel?

A. You would have to check that up.

Q. Was the personnel in the Chicago garage in March approximately the same as in July?

A. It is the same, except for body work and paint, which help they usually reduce in the summer months.

Mr. BOWEN. Mark this as an exhibit.

(Paper marked "Respondents' Exhibit No. 21", for identification.)

Q. I show you Respondents' Exhibit No. 21, for identification and ask you what that is?

A. That is a road failure graph for May, June, July, and August, for the Pittsburgh garage.

Q. That is a graph prepared under your direction?

A. Yes.

Q. And that reflects in graphic form what is shown on Exhibit No. 20?

A. Yes.

Mr. BOWEN. We offer Exhibit No. 21 in evidence.

Mr. WATTS. No objection.

Chairman MADDEN. Admitted.

754 (Respondents' Exhibits No. 21 for identification received in evidence.)

Q. (By Mr. BOWEN.) The red line reflects the drop in number of miles operated per accident?

A. Per road failure.

Q. Per road failure?

A. Yes.

Q. (By Mr. CARMODY.) Before you get away from this Exhibit No. 20, I want to ask you a question.

Mr. BOWEN. Certainly.

Q. Did I understand that you took some major repairs away from Pittsburgh on August 1st?

A. Yes.

Q. How much did you reduce their maintenance budget here?

A. Reduce it; I figured what the eight coaches would operate, and I believe when we furloughed these men, it would amount to eight hundred and some dollars, $823.00, if I remember rightly.

Q. That you took away from this garage?

A. Yes; took it away, on the amount that these coaches would run, 86,700 miles. I think there were some discharges at August 1st, which were not included in that budget.

Q. Your budget allowance is based on mileage?

A. Yes.

Q. Approximately one cent a mile for labor and one cent a

755 mile for material?

A. Yes; one cent a mile for labor and one cent a mile for material.

Q. Then, when you took some major repairs away, you took some money out of your budget?

A. That is right and we would have to reduce our men.

Q. How does it come that your mileage increases in August? It is greater in August than in July, after you had taken money away for the work?

A. We had more people to haul than we had the previous month.

Q. What does this mileage mean, miles per person or does it mean road haul miles?

A. Well, if you have so many people to haul to New York——

Q. (By Mr Bowen.) Those were passenger miles?

A. Passenger miles.

Q. (By Mr. Carmody.) Passenger miles?

A. Yes.

Q. There is no relation to the mileage the bus travels?

A. Yes; that is what it travels.

Q. (By Chairman Madden.) Do you mean seat miles or actual passengers hauled?

A. That is the miles that the coach actually operates.

Q. (By Mr. Carmody.) Do you mean there, looking at August, Pittsburgh miles operated, that that actually means that the buses travelled 1,047,496 miles actually in August?

756 A. That is right, 1,047,496 miles actually travelled in August.

Q. My point is that you took money away from this garage on the theory that you weren't going to do so much repair work here, repair work being computed on mileage, and the fact is that you increased the mileage and therefore increased the demand for man hours of work and the demand for new materials, repairs for old materials, on the basis of one cent per mile?

A. No. Our cost per mile is based on the yearly average. We start off in the first four months, when we do our rebuilding which exceeds one cent a mile for labor and one cent a mile for material. During the summer months the coaches get quick turn arounds and the inspections are not so many and we run more miles and do not spend so much money. Then, in the fall our heavy maintenance program starts up again, and over the year it is distributed but, so that we have an average of two cents a mile, one cent a mile for labor and one cent a mile for material.

Q. How does a man like Mr. Nyland know whether he is living within his budget?

A. We have a bus envelope and every coach leaving Pittsburgh, the driver keeps a trip record on the back of what the driver wants done on that coach. When he reaches his destination, that envelope comes back to the Pittsburgh garage. Any coach that belongs to Mr. Nyland has a trip envelope in it and whenever that

757 coach gets to its destination, that trip envelope gets back to the Pittsburgh garage, and that mileage is compiled day by day and he knows approximately how much money he has to spend, and he regulates his payroll accordingly.

Q. And he lays men off or extends the hours to suit that budget?

A. That he certainly does. He knows at the end of May what he needs and he strikes an average daily, he strikes an average for July, he strikes an average for August, he strikes an average for September, and for six or seven months, so he knows what it is going to cost.

Q. So, he may have deficit or a surplus in his budget, of course?

A. Yes.

Q. So that the figures as to this budget are not the actual amount of work required to keep the buses in a certain condition?

A. So far as our coaches are concerned, they are inspected each month, and I would not want to say it was entirely controlled by the amount of money we have to spend. I would say the condition

of that coach, if it justifies the expenditure of that money, that work is performed. You might have a month where it may jump up.

Q. At the end of the year you try to make it come out even?

A. We compare for all of the official affiliated Greyhound
758 Companies, and for the last four or five years we have checked up.

Q. It is rather hard to get a ratio for comparison?

A. I imagine it is hard for you to understand unless you have been in a large bus operation.

Q. It is hard for you to get a basis for comparison?

A. I have been in it for many years, and I understand it because I have, and we assume that at the end of May all our coaches are in good shape and we are not going to have excessive costs, as we have had in the five months previous.

Q. How many parts are there to a bus?

A. Taking the engine, do you mean?

Q. Yes?

A. I would say about thirty-five hundred.

Q. Is that all?

A. And the chassis?

Q. You wouldn't say that it would be eighteen thousand?

A. Taking all the parts, yes, the body and all.

Q. When you get ready to sell a second hand bus, how much of the original material has been replaced?

A. Well, with our buses, we have a 45,000 miles inspection program. We figure our buses to be thoroughly painted about once a year, the engines thoroughly gone over every two years and the crank shaft is taken out and re-ground and the bearings are
759 replaced and re-babbitted and also replacement sleeves and cylinder blocks, and we do that at forty or forty-five thousand miles and then at about sixty thousand miles, we do the same thing. As a usual thing, the original engine is still there. Usually, the transmission is there, even the gears have not been replaced, and the same thing would apply to the rear axle, brake blocks, and brake drums are replaced quite often.

Q. I notice, a good many of these are, hub came off, or connecting rod through crank case. What is the occasion for that?

A. What is that?

Q. What is the occasion for that, some of the thin walls resulting from re-grinding?

A. No; I wouldn't say that, because as far as re-sleeving is concerned, there is always plenty of stock there. I would assume that improper inspection had been made, possibly the employees were not careful enough. It is not the affect of one day. It may be back in the winter months and it comes to the surface, usually, in the summer months, just when you need your coaches the most.

Q. (By Mr. Bowen.) During the months of July and August, does the company require all of the coaches that it can get hold of?

A. Yes; and in many instances we have to rent coaches.

Q. Now, on this Exhibit No. 20, to which the Member has called attention to the figures increasing from July to August, I
760 notice that that occurs as to all of the rest of the garages. Does that indicate that you are carrying more passengers?

A. That is right.

Mr. CARMODY. One more thing. I notice that the miles per failure were less for Pittsburgh in July than they were in January. They are less than they were in March and just about what they were in February.

A. Well, that is considering the winter season at Pittsburgh, where we have very heavy roads in the winter time and expect a whole lot more trouble in the winter time than in the summer time. The same would apply to Washington. We haven't had a garage at Washington until May of this year and we were not able to form a very definite maintenance practice at that point.

Q. (By Mr. CARMODY.) It is hard to get a measure of real efficiency in bus work. Take Boston, for instance. In March you have 270,000 miles, April 73,000 miles, and in the month of May 75,000 miles. Do you think that was because the men were more or less efficient in that garage?

A. There was one of those months, in April, I believe it was, when we had a very heavy snow storm in Boston. Coaches were lying out in the storm. I believe you remember.

Q. I do. I happened to have been there.

A. I believe that would account for those failures up there back in that part of the year.

761 Q. So, I say, take a shop like that. It is awfully hard to say whether the men at the garage are more or less efficient?

A. Well, take the months of June, July, August, and September and compare them, and there isn't any question that the worse garage in the Greyhound System is the Pittsburgh garage. All you have to do is look at the figures.

Q. No; don't you get a higher mileage than you did in Scranton?

A. No; look across at Scranton.

Q. And Washington was good?

A. Scranton, for nine or ten months, there hasn't been a single road failure. They have accumulated an average of half a million miles.

Q. And I see here, Boston, again, 455,000 miles without a single failure?

A. The New York garage went 786,000 miles without a single failure. That is the most that any garage had. You will note that for four months they didn't have a single failure.

Q. Yes; I see that. Do you consider the road conditions to be the same?

A. Yes. The New York buses operate up over the Scranton roads, right into Cleveland, and I would say that the conditions are practically as bad as here.

Q. (By Mr. BOWEN.) Mr. Duvall, in judging as to the efficiency of a garage do you make use of the experience that you have had in garage work and the running of garages, as well as the

762 conditions as you find them when you visit these garages, in connection with the record, which merely shows figures, in coming to a conclusion as to what is the matter with the garage?

A. About all I have to do is to look at the road record of the garage and I know that something is going wrong. In other words, the accidents you may have out of a garage and the road failures you may have out of a garage are a true indication of what is taking place as to the efficiency of that particular garage.

Q. Well, having that, is it then your experience, in visiting these places that aids you in determining the cause?

A. I don't know as I get the question.

Q. That is, when you merely get a short look, then you cannot place the responsibility, if there is any responsibility, by merely reading the figures?

A. No; not until you get the records and analyze them and see who is responsible and what has happened.

Q. Don't you also, in order to get to that conclusion, enter that garage?

A. That is what I always do. I am on the road seventy-five per-cent of the time.

Q. And you use your experience?

A. That is right.

Q. So that a person who was not familiar with the operation of a garage and the mechanical working of it, couldn't tell by looking at the figures that there might be something wrong there? It is only from your experience that you can come to a conclusion as to what might be wrong with a garage?

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A. No; the average layman would not be able to tell.

Q. That is what I am trying to show. Now, then, after you have pursued the course that you have outlined in your testimony, what did you do in connection with the reduction of this force?

A. I decided that there would have to be certain changes made, that is in the personnel. Taking out that amount of miles, you would naturally have to reduce personnel; do you want me to take up the individual men?

Q. Yes; I think we will take it up individually, the men named in this complaint?

Mr. SMITH. I don't want to prolong this technical discussion, but Mr. Duvall has referred several times to taking out a number of miles. I still cannot get it through my head why, if there were a certain number of miles taken out, the August figures, shown on Exhibit No. 20, indicate more miles operated than the July figures?

A. That would mean that you have a different number of coaches here and the mileage on those coaches would naturally have to increase to accumulate that mileage. It doesn't necessarily mean that the costs over the year would be changed. It is rather hard to make it clear.

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Q. It is hard for me to understand.

A. This bus business is hard to understand.

Q. (By Mr. BOWEN.) The reason for the increase in mileage or cost is the same in August as it is in June over May?

A. Yes. All mileages increase over the summer months. In other words we had an increase in mileage over the entire Greyhound System but we didn't increase personnel.

Q. That is, you carried more passengers and ran more buses?

A. Yes.

Q. During the winter months you may have half of the coaches lying in garages?

A. Yes.

Q. (By Mr. SMITH.) There is some correspondence between miles operated and the number of people necessary to maintain coaches?

A. One particular month wouldn't be any indication. In the winter months is when you have your heavy overhauling. That is when you have the higher costs than in the summer months when you have the higher service.

Q. (By Chairman MADDEN.) Will you look at this list of road failures and at the particular road failures in July, and try to state, in a general way, how long before July that work might have been done and still the failure wouldn't show up in July? Take, for instance, the first one, "piston broke and went through case."

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A. I have seen pistons and rods break on the first trip out, if the rod was not properly lined up, and if it had been chocked with zinc oxide and no cracks detected, the rod might go on for a long time.

Q. And on the other hand?

A. On the other hand, it might go out on the first trip out or the coach may go out and run quite a length of time.

Q. How long?

A. Well, I have seen jobs, pulled cylinders off, where the rods might have been running out of line for six or seven months and nothing happened to them. We figure that if you get 25,000 or 30,000 miles out of a piston on a motor coach, that is about the limit, at one time, we figured that, and now the result is well over a 100,000 miles. We used to have to re-babbitt our bearings on the Wills coaches every 30,000 miles. Now, most of our Yellow coaches are running 75,000 to 100,000 miles on one bearing.

Q. Now, most of these road failures are of such a sort that you cannot tell whether they occurred shortly after servicing or many months afterwards?

A. The only thing I can say is that these coaches covered by this list have been here for a long time, the same personnel, they used the same material, same procedure, they make everything the same as every Greyhound garage. Same equipment and this equipment broke down and equipment from the other Greyhound garages did not break down.

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Q. The equipment was as new?

A. I will say in this year we received thirty-two new coaches in Pittsburgh, brand new ones. Last year we received twelve. In other words, out of these 94 coaches allocated for major service in the Pittsburgh garage, almost half of them are not over eighteen months old; one-third of them are brand new coaches. If they cannot keep the coaches that are new, as at least fifty percent of them are, on the road, there is something wrong with the organization.

Q. Now, you were accumulating bad service throughout all these months, so that in July the record was bad and in August it was only a little better. Then, in September, it was way up above the average. Now, that indicates that your preceding figures don't prove much, doesn't it?

A. What do you mean?

Q. I mean that these coaches had been having bad service over a long period of months, if that was so, you wouldn't have just by your coming to Pittsburgh and storming around the garage, you would not have straightened it all out, all of these different

repairs that had been made during all of those months, so that after one month the record jumped away up, pistons stopped breaking and connecting stopped breaking?

A. Not necessarily.

767 Q. You didn't have all of your coaches torn apart?

A. No; but some of the road failures that occurred in August, they might have occurred from defective work that happened in April or May or before that.

Q. And so, very well, in September?

A. In September, the road failures dropped off.

Q. I know very well, but the work in July would appear in September?

A. You will notice that in September there are no more heavy failures. Either the employees here did their work improperly in the winter months when they should have been working—this personnel has had these coaches here ever since delivered from the factory; they followed the same procedure; they used the same material. They have all been with the Greyhound Lines long enough to know how to do their work properly, and there is no doubt in my mind that there were certain men in this group who were not doing their work properly.

Q. Did you discover who they were?

A. I imagine, if I stayed here two or three weeks I could discover. One thing is that they usually worked when I was here.

Q. I was just wondering whether all of these discharges that you did make were based upon responsibility for this bad work? Or, did you just fire them?

768 A. No; the four men that were released or furloughed, they were taken off to balance the budget for the work which was taken to Chicago. The man that I fired, I fired for just cause. Any man who takes his work so lightly that he sends a bus out on the road, that involves human life, is not fit to work for you. I fired Burns because I noted how he was doing his work, in an improper manner——

Q. Don't go into that now. That will probably be brought out.

Mr. BOWEN. Yes, I expect to do that. Shall I proceed?

Chairman MADDEN. Yes.

Q. When you came to the decision to discharge some of these men and reduce the force at the Pittsburgh garage, I want you to go ahead and tell just what you did. First, take up the matter of the men that you let out to reduce the force. How did you come to a conclusion as to what men you were going to take off to bring about a reduction of the force?

A. Well, of course, we couldn't lay off all mechanics; we couldn't lay off all painters, so what we had to do was to take men in each classification. We figured that we could get along without some of them. Now, in the case of the electrical department, Mr. Lehman——

Q. That answers the question. How did you come to the conclusion as to what men you were going to discharge?

A. I discharged Mr. Law for his work.

Q. How did you come to a conclusion as to those men you were going to discharge?

769 A. How did I come to a conclusion?

Q. Did you have a record?

A. Yes; I had the accident service record. I had a record of coach 566, and I called Law into the office and I asked him if he had performed the work on that particular coach.

Q. Just a moment. You are now referring to the service card that was introduced as to coach No. 566?

A. That is right.

Q. Now, Mr. Duvall, we have prepared a memorandum and we are talking about these individual men. Will you proceed to take up each one of them separately and tell the Board just what happened and why it was done? It is not necessary to read from that memorandum. Just tell it in your own way.

A. McKelvey was one of the men who was furloughed.

Q. (By Mr. CARMODY.) What was his work?

A. He was a first-class mechanic, which was the last man of the first-class mechanics in the date of his employment at the Pittsburgh garage, on the seniority record.

Q. Did you call McKelvey in yourself?

A. No; I had Mr. Nyland call him.

Q. You didn't talk to McKelvey?

A. Yes; I talked to him but I had Mr. Nyland call him in.

Q. You had Mr. Nyland call him in?

A. Yes.

Q. Yes; go ahead and tell us what took place.

770 A. Mr. Nyland called Mr. McKelvey in and when he came in I says, "well, Al, we have had too many road failures here."

Q. This was on what date?

A. Why, on the 30th.

Q. When you had come down after this accident at Warren, Ohio?

A. Yes; it was on the afternoon of the 30th.

Q. Go ahead.

A. I said, "I believe you know that Mr. Nyland has had these shop meetings, which you have attended. We have decided for the time being that we are going to take some of this work out and put it in Chicago and if it doesn't work out then, we will take out some more of the work and put it in Philadelphia." He says, "Bill, can't you do something for me? I have bought a car and I have a house here." I says, "Al, I would be glad to do something for you but, under the employees' representation plan we are not allowed to transfer men."

Q. Had you known McKelvey for a long time?

A. I have known him for a long time. In fact, he was with the old Colonial Motor Coach.

Q. (By Mr. CARMODY.) One of the companies acquired by the Greyhound?

A. He was working in New York, in a hole in the wall. He was always a fairly good employee and always did fairly good work for us and I really had no particular desire to remove him.

771 Q. (By Mr. BOWEN.) Did you know anything at all about his being affiliated with an outside union?

A. No; nothing about McKelvey at all. I knew nothing about that.

Q. Was that brought up at that time?

A. Not by McKelvey. He didn't say anything about to me at all. I did explain to him that he couldn't be transferred from one location to another. He asked me if I thought the work would be put back here again and I said, "I don't know." I said I didn't know what would be the results of our change.

Q. And under the rules of the company, if the work opened up——

A. If the work opened up, I couldn't send him to Chicago or any location like that, but under the rules of the company if there happened to be an opening at the Philadelphia garage or the Washington garage——

Q. Did you increase the force at all at Chicago?

A. No new men were added. In fact, the force was reduced at Chicago.

Q. (By Chairman MADDEN.) When the mileage went up, the force went out?

A. As I explained to you, in the winter months——

Q. I am not talking about the winter months.

A. We don't require the force in the winter——

Q. You have less work in the summer?

A. That is right.

772 Mr. BOWEN. Mark this as exhibit.

(Paper marked "Respondents' Exhibit No. 22", for identification.)

Q. I show you Respondents' Exhibit No. 22. Is that compiled from the records of the company to show the number of employees employed at the different garages in 1935?

A. That is correct. That comes from the records of the payroll department.

Mr. BOWEN. We offer that in evidence.

Mr. WATTS. Does this include everything, clerks, drivers, mechanics?

A. No; that is just the mechanical force.

Mr. WATTS. That is made up from records in your office?

A. Payroll records in Cleveland.

Mr. WATTS. I have no objection.

Chairman MADDEN. Admitted.

(Respondents' Exhibit No. 22, for identification received in evidence.)

Q. (By Mr. BOWEN.) Now, what was McKelvey being paid at the time he was let out?

A. 74¢ an hour.

Q. And he had had four increases since 1933, starting in with fifty-four cents an hour?

A. Yes. That was when he was transferred here, at his own request, in order to be at his home from New York.

Q. Now, take up the next.

773 Mr. CARMODY. Is he going to another name?

Mr. BOWEN. Yes.

Mr. CARMODY. May I ask another question on this?

Mr. BOWEN. Yes, sir.

Q. (By Mr. CARMODY.) I am not satisfied with the answer I got from Mr. Duvall about this mileage business decreasing personnel. You say that the requirements go down and you don't need so many men in the summer?

A. The heavy expense goes down in the summer months. You have more running service.

Q. (By Mr. SMITH.) When you say, "less expensive", do you mean that you need fewer men to do it?

A. In other words, you don't do very much body work in the summer months or painting. When you repair a body, it is a very large item of expense.

Q. (By Mr. CARMODY.) Let us talk about man hours here. Can you translate these figures here on this last exhibit into man hours, or from your records? Money means nothing, because you allocate so much money and if they do not have so much to spend, they cannot spend it, but they do have a certain number of men?

A. That is right.

Q. I asked you about Chicago, if they didn't need more men when they took the work out of Pittsburgh and put it in Chicago. Now, we find that you state in the month of August the demand for men went down. As a matter of fact your own exhibit shows that
774 the largest number of men on the exhibit is in August?

A. That can easily be explained. If you check that, you will find that in the summer months we use additional washers and cleaners, which in the winter months we do not need. In the fall months we start dropping that type of help and using a different type of help.

Q. Different people, that accounts for the turn over?

A. Yes; it will be different from what we have had in the summer months, when we have to do washing and greasing.

Q. I see. As a matter of fact the man fluctuation is very slight, starting in January, 615, 612 in February, 619 in March, and in May it goes up?

A. That is washers or greasers.

Q. Forty-five; forty-five; forty-nine; forty-four?

A. That would naturally be expected, for while they may wash thirty or forty buses in the Pittsburgh garage in the winter months, with seventy or eighty in the summer months, you are going to require more help.

Q. What I am getting at, I read into the record a paragraph from the agreement with the employees, stating that where work is transferred the men, too, are transferred. In other words, the men follow the work?

A. Yes; but you couldn't use an eighty cents an hour body man for a washer or cleaner.

Q. Yes; but the point is when you transfer work from Pitts-
775 burgh to Chicago, the work is the same at Chicago that it is here?

A. That is——

Q. Wait a minute; wait a minute. Now, if you allocate the repairs on a certain number of buses at Pittsburgh in the month of July and allocate the same buses to Chicago for the same work out there at that terminal as at this terminal, then you don't allocate work to be done by body men out there—I wish I could make myself clear here. When you change your allocation, all you do is to turn the work around at Chicago instead of at Pittsburgh?

A. Not necessarily.

Q. Well, what do you do?

A. In the summer months——
Q. Any time.
A. We have our 15,000 mile inspection in the summer time.
Q. Let us take a month. How many buses are allocated to Pittsburgh now?
A. I believe there are 94 or 96.
Q. Some of those buses turn around and go to Chicago?
A. That is right.
Q. Some of them turn around and go to Washington, Philadelphia, and New York?
A. That is right.
Q. Let us assume that you abandon the Pittsburgh garage. Would there be any less work to be done on those buses?
776 A. If you abandon it, you wouldn't have any work at all.
Q. If you abandoned this, wouldn't the buses turn around at the other terminal, one east and one west, and then you would have the same work done in those garages that was being done in Pittsburgh?
A. Over the actual average——
Q. Not average, right now?
A. If you turned them around at the other end, you would have to have the work done.
Q. That is what I wanted to know. The total number of hours of work put into a bus in maintenance, over its lifetime is likely to be almost the same, irrespective of how many different terminals the work is done in?
A. Oh, yes; the lowest maintenance cost on any division is where the bus goes to one end of the run and comes back and is serviced at the one garage.
Q. It is impracticable to do that?
A. It all depends on the length of the run. Of course, there is no provision for that down in this country and we couldn't do that.
Q. Let us take these eight or nine buses. Why should you do more work on them when they are allocated here than you would do on them when they are allocated to Chicago?
A. I don't know as I get the question, what you mean.
Q. My point is this: If you take eight buses out of the
777 Pittsburgh allocation——
A. That is right.
Q. And transfer them to Chicago——
A. That is right.
Q. That enables you to dispose of a certain amount of man hours in maintenance cost at this end?
A. That is right.
Q. Then the maintenance there will cost you nothing?
A. It will be absorbed in the Chicago garage.
Q. What do you mean, absorbed there at that point of allocation?
A. It is very possible that you have released some body makers or painters and their work will be absorbed in the Chicago garage.
Q. No; these buses come in here and they are checked and a certain amount of work is done on them. Here is the list right here. Here is something that came up on the drivers' trip report?

A. That is not a driver's trip report. That is a regular service order made out at Chicago.

Q. Here are six things that ought to be done to the bus?

A. That is right.

Q. That doesn't happen to be a major allocation?

A. No; that is highway work.

Q. There are six things that had to be done on the bus?

778 A. That work was charged against the garage that the bus was allocated to, by Pittsburgh, on account of it being their work.

Q. I understand. Now, that is balanced up like in any other interlocking company arrangement, except that it is expenses, but the point is that if this were a card for major work, it would show a certain number of items to be done on the bus when it came in here?

A. Yes; after an inspection on it.

Q. And the same things, on the same bus, next month, would be allocated to Chicago?

A. That is right.

Q. Inspection due on the bus?

A. That is right.

Q. And a certain number of things that had to be done on the bus?

A. That is right.

Q. Now, the same classification of labor or employees would be used for that job in Chicago that would have been on the job here, wouldn't it? If it were body work, the body men in Chicago would have done it, just as the body men here would have done? If it were electrical work, the electrical men out there would have done it, just as the electrical men here would have done it? Isn't that true?

A. Possibly.

779 Q. My point is that your agreement does provide for the transfer of men where work is transferred?

A. Where it happens to be the same company, the same operating company. Chicago happens to be the Eastern Greyhound Bus Lines.

Q. These men under this agreement have no rights except just on the Pennsylvania Greyhounds?

A. The Pittsburgh garage men would have a right in their own location.

Q. No; they have other rights?

A. In their own particular location, in their own region. There are five regions in the Pennsylvania Greyhound Line.

Q. Here is the point that is interesting, where work is transferred from one point to another, to the extent the force is increased, to take care of that increased work——

A. That is right.

Q. Even if the work were increased in Chicago by this reallocation, then these men would have no rights there?

A. That is a separate operating company.

Q. What employees are covered by that?

A. Eastern Greyhound Lines and Central Greyhound Lines.

Q. Chicago is not the Eastern Greyhound Lines?

A. Chicago is the Eastern Greyhound Lines.

Q. What would those employees come under?

A. They would come under the employment plan of the Eastern Greyhound Lines.

780 Q. Do they all understand that?

A. Oh, yes.

Q. Where did this man want to be transferred to?

A. Who wanted to be transferred?

Q. McKelvey?

A. McKelvey wanted to be transferred to Washington or Philadelphia, and if there had been any opening in any of those places we would have been glad to let him go.

Q. Do these employees in their work go or are they transferred from one division to another?

A. They have a perfect right to go anywhere in their own division. They have a perfect right to go to Philadelphia.

Q. I see. This applies, then, only to a certain group of employees?

A. The Pennsylvania Greyhound Lines is divided into five regions.

Q. Yes?

A. And they would be able to go to any of those five large garages in the event the work would be transferred.

Q. So that the company re-allocate work from their districts to districts outside, may even, if they wish, hold that as a threat over the men, the re-allocation of work?

A. We change our location twice a year, spring and fall. We add and take off schedules.

781 Q. Well, of course, I suspect that operating conditions require that?

A. That is right.

Q. That is a perfectly natural managerial function, to re-allocate on account of operating conditions?

A. That is right.

Q. The point I had in mind was this. I see now that it was a wrong impression, that these men could go anywhere within the Greyhound Company. I see now that it is within the five regions of the Pennsylvania Greyhound Company, and, as a matter of fact, a great deal of this work could be taken out of that region?

A. If these buses were switched into Washington or Philadelphia, they could go there.

Q. (By Mr. Bowen.) Mr. Duvall, take up then the case of Lehman and tell what disposition you made of that employee?

A. Of who?

Q. Lehman?

A. In most of our garages, we have one first class electrician, one second class and several helpers. In the Pittsburgh garage we have two first class electricians, second class and helpers. When we decided to take the work out, I naturally decided to take certain employees out of each classification. McKelvey was a mechanic. McKelvey was a first class electrician or a unit man. There was some reference made to a possible change of his classification. He

782 has been with the company a long time and he is a good electrician. He has been handicapped, to a certain extent, by his hand, and, as a result, he has been used on unit work. There is one man in the Pittsburgh garage, Mr. Beining, who has seniority over Mr. Lehman. When we changed his classification we were

really doing him a favor, when we put him in the unit room classification. His rate of seventy-seven cents was the top rate that he could have gotten to in the first class electrician craft, but it wasn't in the unit room. As a unit mechanic he would have been entitled to eighty cents an hour. He was the youngest man in the unit room and he was the youngest first class electrician when the position was made vacant by the decision; he was the man removed.

Q. Did you call him in?

A. Yes; we called him in.

Q. Was there some one else there?

A. Yes; Mr. Nyland came in with him, and he turned around to say something to the shop clerk and then walked in and closed the door.

Q. Was Mr. Nyland there during the time you talked to all of these men?

A. Yes.

Q. Go ahead and tell what took place.

A. I says, "Lehman, I presume you know we have had a lot of road failures." He said, "Why should I be removed on account
783 of road failures?" He said, "There were no failures chargeable to me," which was quite true. However, we were taking this work out and we naturally had to take off a certain number of employees from our budget, and he was one of the men who came off of the payroll, as well as electricians and greasers and so forth.

Q. Was he one of the men who talked about the union?

A. Yes. After I had informed him that the work was being taken out and the change was going to be made to Chicago and explained to him these road failures and he had asked why he should be released, he became quite excited, up in the air over the whole thing and he says, "Well, what is this on account of, my being in the union?"

Q. What is that?

A. He says, "What is this on account of, my being in the union?" I says, "No; as far as I am concerned, I am making changes here, taking the work into Chicago, and I am releasing you in order to bring the payroll down." The man has been with us a long time and has been a loyal employee. As far as I am concerned, I hated to dismiss him in the way I had to dismiss him. He stated that he was practically thrown out of the office, which happened to be the case.

Q. Why?

A. After I had told him in as nice a way as I could, he jumped
784 up and rushed over and pounded on my desk. I thought the man was going to jump over the desk at me. I have no desire to fight with any Greyhound employee. I probably could have got up and hit him but I have no desire to hit him, and I asked Mr. Nyland to take him out of the office. I am sorry it happened, because some other Greyhound men might not have been treated as nice as they would have been.

Q. Had you known that he was a union man?

A. That was the first I knew about it. No mention was made to me about it.

Q. What was Lehman receiving?

A. My records show that he was receiving seventy-eight cents an hour.

Q. And he had, since 1933, received four increases?
A. Since when?
Q. Since 1933?
A. Well, he received——
Q. He started in receiving sixty cents an hour?
A. That is right. We had all had a reduction at that time.
Q. He had taken a reduction; is that it?
A. That is right. He had received four increases.
Q. In 1931 he received sixty-three cents and had been reduced to sixty cents and fifty-four cents and was put back to seventy-eight cents?
A. Yes; we were given two ten percent cuts, I believe, and one five percent.

785 Q. Now, take the case of Emil Law and state what was done relative to Mr. Law?

A. He was also called into the office by Mr. Nyland, and the same as the other men, I mentioned to him about the excessive number of road failures that we had had, and I mentioned about the meeting, and then I also asked him if he knew anything about the accident to coach No. 566. He said that he didn't. My information at that time, that I had received from my secretary, was that two people had been killed in the accident at Warren.
Q. (By Mr. CARMODY.) At the time that you were talking to him, you still thought that two people had been killed?
A. Yes; I thought two people were killed.
Q. Were there two people killed?
A. There were two people hurt on the coach.
Q. Did you still think, when you were talking to Law, that there had been two people killed?
A. Yes; I thought there were two people killed. I held up a copy of the work order and asked him if he had worked on those brakes. I told him he was discharged, because I thought he was an efficient employee.
Q. The work order that you refer to is Exhibit No. 16?
A. Yes.
Q. What was his number, clock number?
A. 154.

786 Q. (By Mr. BOWEN.) Proceed.

A. I told him on account of doing what I considered inefficient work that I was discharging him.
Mr. WATTS. May I ask that the witness give us what he said instead of telling us what was involved? May we have the actual conversation?
Q. (By Mr. BOWEN.) Tell us the conversation?
A. I mentioned that—where do you want me to start?
Q. State the conversation that you had with Mr. Law, the attorney wants it, what you said and what Mr. Law said.
A. When he came in, I said, "I assume that you know that we have had a certain amount of road failures?" He said, "Yes." I said, "We are figuring on taking some of this work out and going into Chicago." I then asked him if he knew that there had been an accident on coach No. 566. He said he didn't. I went on then and said, "We had an accident on that coach at Warren, Ohio, in

which accident two people were killed." and I asked him if he had worked on the coach and I held up the service order and let him look at it. I asked him if that was his number and he indicated that it was and I discharged him.

Q. Did you talk to him or indicate to him that the accident was caused by reason of brake failures?

A. Yes.

Q. Was that discussed?

787 A. Yes.

Q. What was said about that?

A. What was that?

Q. What did you say to him relative to the proposition that the accident was caused by brake adjustment failures?

A. I told him that the accident had been caused by defective brakes and that the same had been inspected.

Q. Now, as to Mr. Law, had you known anything about his union activities with the local of the Amalgamated?

A. I don't know Mr. Law very well. He is one of the few men in the maintenance department that I suppose I hadn't spoken to very often. I usually speak to all of them when I go around. I don't know anything about that man and I don't know anything about his activities.

Q. Was that discussed with you, was any mention made about his belonging to the union?

A. I don't remember his saying anything about it.

Q. You don't remember talking about it?

A. I don't remember his saying anything about it, either.

Q. He was hired by the company when, at Pittsburgh?

A. 1932, April 4th.

Q. What was his rate of pay?

A. Forty cents.

Q. Forty cents an hour?

A. Yes.

788 Q. What was his rate of pay when he was discharged?

A. Fifty-seven cents.

Q. And since 1933, the first of January, he had received six increases in pay, had he?

A. That is right.

Q. (By Mr. CARMODY.) Some of those increases are restorations of reductions?

Mr. BOWEN. Yes.

Q. They are not increases?

Mr. BOWEN. If the Board desires, we will give you the memorandum from which the witness is testifying.

Q. We are asking these questions of the witness.

A. His net would be five increases. He would be increased from forty to fifty cents.

Mr. CARMODY. That is enough. I just wanted it clear.

Q. (By Mr. BOWEN.) The next man is Mr. Mitchell. State what took place relative to Mr. Mitchell?

A. Mitchell also was brought in by Mr. Nyland. I called his attention to the number of road failures.

Q. Had you known Mitchell a long time?

A. Yes. If I remember rightly I hired Mitchell myself, in 1929, in Chicago. If I remember rightly, I hired him. I have known him; yes. I have known him a long time.

Q. Go ahead and state what happened?

A. I called his attention to the number of road failures we
789 had had. I mentioned the fact that the work was being taken out of here, that is, on the Chicago division, that there would be a natural reduction in the force and I furloughed him. I also believe that in his case there was some conversation with reference to the possible return of work to this garage, if work picked up. I furloughed him also.

Q. Had this man been discharged before?

A. Yes; this man had been discharged in 1932 in regard to installing piston rods and pistons in coach No. 264. It was my understanding of that work that when he installed the motor, which I believe was done rather hurriedly, in putting up the connecting rod, putting the cap on, he tightened it but neglected to put cotter pins through the nuts which held the bearings tight or in place. This is considered one of the most serious offenses that a mechanic can possibly commit, to install a motor in that manner. Of course, it is true that it was put up hurriedly. This coach went out on the road and developed a knock.

Q. So that in 1932, then you had discharged Mitchell?

A. That is right.

Q. For failure of his work?

A. Failure to do the work in a proper manner; yes.

Q. There certainly was no question of unionism involved at that time?

A. There certainly wasn't.

790 Q. You re-hired him after that?

A. I didn't re-hire him. I assume that Mr. Nyland rehired him.

Q. Did you call Mitchell into the office and have a talk with him?

A. Yes; I did.

Q. Have you given a statement of the talk you had with him?

A. That is right.

Q. Was Mitchell a fairly good mechanic?

A. I would say all these employees are good employees and could be used if work demanded it.

Q. There is no trouble that arises between you and these employees whereby there is any personal feeling about it?

A. As far as I am concerned, I am very friendly with all of them. When I walk around I usually make it a practice to speak to them, and if I am going through the shop in a leisurely fashion I talk to them. If I go to the electrical shop or I see an engine man or a lathe man, I talk to them. I usually pick up a lot of information in the shop.

Q. Having been a mechanic yourself, you usually talk about their troubles?

A. Yes; that is right.

Q. Did you know anything about Mitchell's connection with the union?

A. No; I didn't.

791 Q. At that time?

A. No; I didn't.

Q. Had it been discussed by any body with you at that time?

A. No, sir.

Q. Did Mitchell say anything to you about it, that you recall?

A. I don't remember him saying anything about it at all.

Q. What was Mitchell receiving at the time he left the employ of the company?

A. Sixty-eight cents an hour.

Q. And he had received increases from fifty cents an hour, when he had been rehired in 1933?

A. That is right.

Q. Included four increases?

A. Yes; he had received other increases as he went along.

Q. And was Mitchell laid off according to the list of his seniority and classification?

A. Yes; from his seniority record he was the next man above, in seniority, McKelvey.

Q. Now, take up the case of Moberly and tell what happened?

A. He was also brought into the office by Mr. Nyland. I explained to him the number of road failures we had had and asked him if he had been to the shop meetings. He said, "why, I am a body man. I could not be responsible for road failures." It is true that he could not be responsible for road failures. Naturally, in taking the

792 work away at that time, we would have to take off some men in the different classifications, because we couldn't take off all mechanics, and he was the last man in seniority amongst the body men, and he was accordingly furloughed. I might mention also in this connection, during the summer months we always have some body work and paint work. We just built our new Washington garage and the body help we have been using in making up some benches there and also have used them in making up various things, so in the fall, when the season comes, we can use them. We kept some of these body men during the summer, more than we usually keep, doing that kind of work, on account of this building work.

Q. Moberly had been earning—he was hired in 1931, had resigned in 1932 and was rehired in 1933?

A. That is right.

Q. So far as you know, was he a good workman?

A. As far as I know, he was a good workman and did good work.

Q. And was he laid off in accordance with his classification?

A. Yes.

Q. And his seniority?

A. So far as I know, his seniority at the Pittsburgh garage.

Q. Now, when he was rehired in 1933, he received how much?

A. Received fifty-five cents an hour.

Q. And he was increased three times?

A. Yes, he was increased from fifty-five cents to sixty cents.

793 Q. He was receiving sixty-eight cents at the time he was laid off?

A. Yes, that is right.

Q. Now, take the case of Mr. Burns and tell what happened and what brought about his discharge?

A. On the morning when I arrived at that garage, that morning, I visited the departments three or four times. I was out in front of the grease rack at noon and that was just another one of the departments that apparently was going on in a very loose manner, grease down in the corners of the pit, grease on the runways, rags lying in the pit, lights on. I turned to Mr. Nyland and said, "why don't you have this man switch those lights off?" He said, "I have told him." I said, "I will not tell him more than once if I am here." With that a bus came off the rack. I was naturally quite concerned, as far as Nyland was concerned. I said to him, "for Heaven's sake, do you grease the buses around here without the grease caps off?" I said, "do you see those grease caps there?" How a man can grease a bus that way, I don't know. Every greaser that works for the Greyhound knows enough to put grease caps on, except when they might require a mechanical tap.

Q. What is liable to happen with these grease cups off?

A. Most anything. In the case of a generator or fan bearing,
794 the fan could fly off and go through the radiator and cause the company a hundred or two hundred dollars damage. It might ruin the front end of the engine, if it was improperly greased. If the drive lines were improperly greased one of the joints might break and fly up. There have been accidents where a drive line has broken off and hit the pavement and come up through the bus, or in the case of the differential that could run dry and cause damage which would cost you two hundred dollars or more. In the case of this man, they service about twenty buses on a shift and each of those buses is worth at least $10,000.00, and when a man does not think any more of his job than to let $200,000.00 worth of equipment go through his hands and doesn't care enough to service it right, I think he should be discharged, and he was eligible for discharge.

Q. This grease is put in under pressure?

A. Yes, it is put in with Alemite fitting.

Q. What happened with Burns?

A. Burns came into the office.

Q. Did you send for him?

A. Yes. Mr. Nyland also brought him in. He came into the office and as with the rest of the men I started to explain to him. He said, "I am a greaser." I certainly knew what his work was. I stood there and watched him and I criticized Mr. Nyland for
795 having a man of that kind there. I says, "I also told you about your lights being on in the pit." I understood that Mr. Nyland also had told him other times about it. Considering, also, what I saw of the bus coming off of the runway, I gave him his time.

Q. Was anything said about his belonging to the Amalgamated?

A. I don't remember him saying anything about it.

Q. Do you know whether he did belong?

A. I don't know.

Q. Had you ever heard anything about it until you came here?

A. No, I didn't know anything about it.

Q. You didn't know anything about it until you came here and listened to the testimony?

A. That is right.

Q. Now, he was hired in Pittsburgh in 1933?
A. Yes.
Q. And received how much?
A. Thirty-two cents.
Q. And he received three increases, until he was receiving how much at the time of his discharge?
A. Forty cents.
Q. Now, the case of Mr. Rihr?
A. I didn't discharge this man, although I checked over his record with Mr. Nyland. I inquired who had been testing the buses and Mr. Nyland informed me that Mr. Rihr had been and I consider a tester, in one of our garages, a very special type of work. It
796 isn't everybody who can do it. In the first place, he should be a driver, and he should be a man who can locate troubles and know whether work has been properly done. That is the man you send out with a coach, and considering the number of road failures that had taken place and considering that he had been doing the work and doing the testing, I informed Mr. Nyland I thought we should dispense with his services and the next morning Mr. Nyland discharged him.
Q. He was discharged under your directions?
A. Yes, sir; that is right.
Q. Because you felt that he was responsible, to some extent, for these road failures?
A. I thought that he was very responsible for some of the things that had taken place and I felt also that he possibly could have eliminated some of those failures.
Q. Now, Mr. Rihr testified here as having reported to Mr. Nyland about the coach not having a proper adjustment of the clutch and Mr. Nyland telling him to send it out anyway?
A. Yes; he said, "let it go", or something to that effect.
Q. Did you take occasion last night to check up the records on that coach?
A. Yes; I asked that the records be made available.
Q. And did you find out as to who had made the test on that coach?
A. I found out that on coach No. 4023, to which he had
843 reference, it was tested by Shaeffer.
Q. That was the coach that he referred to that had the clutch failure?
A. Yes. He stated that he told Mr. Nyland, and Mr. Nyland said to let it go.
Q. And the records show that he didn't test that coach?
A. He didn't test the coach. He went to New York. It was not returned, no work was done on the coach, and at Allentown, which I assume is about one hundred miles out of New York, the bus broke down.
Q. How far had the coach traveled after it left the Pittsburgh garage, after being tested by this other tester?
A. I presume that is possibly five hundred or five hundred and fifty miles.
Q. But Rihr didn't test that coach at all?
A. The record doesn't show that he tested it.

Q. He, then, was actually told of his discharge by Mr. Nyland?
A. I, myself, didn't discharge him.
Q. But you did order his discharge?
A. I ordered Mr. Nyland to discharge the man.
Q. And it was done upon your responsibility?
A. That is right.
Q. Now, in 1933, how much was he receiving?
A. He was receiving forty-three cents in 1933, and he was receiving forty-seven cents——
798 Q. And he received six increases in pay, and at the time of his discharge was receiving how much?
A. Sixty-eight cents.
Q. Did you know anything about any union affiliation of Mr. Rihr?
A. I knew nothing about it.
Q. Did anybody speak to you about it?
A. I knew nothing about it.
Q. Take the case of Mr. Matthews?
A. I didn't discharge Mr. Matthews.
Q. He was discharged on August 13th?
A. I believe that was handled by Mr. Nyland.
Q. (By Mr. CARMODY.) What was his classification?
A. Who was that?
Q. Mr. Matthews.
A. He was classified as a first-class mechanic.
Q. Fourth on the seniority list?
A. Yes; he was fourth on the seniority list. He was discharged in the middle of August.
Q. (By Mr. BOWEN.) Do you know anything about his difficulty, what led up to his discharge?
A. I had considered Mr. Matthews a good mechanic, myself, that is from what I had seen of him or knew of him.
Q. Do you know of the failures that led up to his discharge by Mr. Nyland?
799 A. I did not know of the failures. I did not know that he was discharged until I received a communication in which the information was given me on the work that he performed. That is the man who adjusted the tappets twice and then the coach had to be substituted and then eventually the coach going out for service and the wheels falling off, practically, and that information was given to me in a letter and I didn't know it until after he had left the employ of the company.
Q. Would you consider that justification for his discharge, the failure to tighten the lugs, so that the wheels fell off?
A. I would say that would be rather a serious offense at the speed at which these coaches run.
Q. You wouldn't want to ride on a coach that the wheels fell off of?
A. No. I think I would get off and stay off if the wheels fell off.
Q. Mr. Matthews, in 1933, was being paid how much?
A. Fifty-four cents.
Q. And he had at that time received some reductions, general reductions?
A. Yes, he had.

Q. At the time of his discharge, he had received four increases and he was receiving how much per hour?

A. Seventy-four cents.

800 Q. In the case of Mr. Maxwell, did you have anything to do with his discharge?

A. I had nothing whatever to do with his discharge and I had no knowledge of it until such time as I received a communication, stating that he had been released and the reasons for his discharge.

Q. He was discharged under the instructions of Mr. Sprain, your assistant?

A. It was between Mr. Bremmier and Mr. Sprain. I don't know which one discharged him.

Q. Well, Mr. Nyland and Mr. Sprain have authority to discharge men, if they find they do not do their work properly?

A. As far as I am concerned, I have no desire to discharge anybody.

Q. No, no; I say, they have the authority?

A. Yes; they are running the Pittsburgh garage until such time as they aren't able to run it.

Q. And, at the time that you came here and took over this work, you thought they weren't able to run it properly?

A. Apparently so.

Q. Is that the reason you discharged these men?

A. Apparently so.

Q. Maxwell was discharged on account of work on the Decalcomanias?

A. Yes.

801 Mr. BOWEN. Mark this as an exhibit.

(Decalcomania marked "Respondents' Exhibit No. 23", for identification.)

Q. Will you explain that? What is that?

A. That is known as a Greyhound Decalcomania.

Q. That is what you are talking about?

A. Yes.

Q. That is the Greyhound trademark or insignia that appears on the outside of the buses?

A. That is right.

Mr. BOWEN. We offer this in evidence.

Chairman MADDEN. Admitted.

Mr. WATTS. We have no objection to it.

(Respondents' Exhibit No. 23 for identification received in evidence.)

Q. (By Mr. BOWEN.) You go ahead and explain how they were put on and what happened in this case?

A. We had been having some trouble with these Decalcomanias staying on permanently. In their application it has to be done a certain way and you have to use a certain type of sizing material.

Chairman MADDEN. I would like to see one of them?

Mr. WATTS. The tail is not as long as that of some animals that have been mentioned here.

802 A. We had been having some trouble in keeping these animals on the coaches permanently and we had various representatives of the manufacturers around there and apparently

they were experiencing trouble and I rather imagine that these were being improperly applied. Well, for some reason, Mr. Sprain and Mr. Nyland took rather a drastic action that day. Certainly a Decalcomania is not so very expensive. It may stay on a day, a week, or a month. It is my understanding that the men who took these Decalcomanias possibly under estimated the time he had for his job and he had put the sizing material on there and it has to stay until it becomes tacky. It has to sit until it is so tacky that it will practically fall down of its own weight to receive the Decalcomania.

Q. (By Mr. SMITH.) That is what he referred to as varnish?

A. That is a sizing material, or a high grade of varnish. He didn't put it on until the next morning, that man who put it on, and he should let his sizing material have time to dry, or you have to reapply them or you have to cut the outline of that paper off, and in a sufficient length of time you varnish over them. It is true that these dogs could be used. The fact, I don't know how long they will stay on a coach. They may stay a day or a week or a month. He was unsuccessful in applying them and unsuccessful, in that he was wasting the company's material.

Q. (By Mr. CARMODY.) How much was involved in that?

A. I don't believe the cost exceeds forty cents each and I
803 would say that possibly the time that was used on it would, perhaps, be the most important thing, two hours, maybe two and a half hours. I think probably the action they took would be influenced by what was disclosed, that he had been doing it right along. I believe he admitted that this was not the first time that he was doing that kind of work.

Q. (By Mr. BOWEN.) The money here is not so important, but the proposition of having a coach on the highway with these things slipping off would be of interest to the company?

A. Well, naturally, we like to have our trademarks look in good shape.

Q. Well, these dogs here are the Greyhound trademark on the buses running throughout the country?

A. Yes.

Q. (By Chairman MADDEN.) Is it true, as Mr. Bowen stated, that as these dogs run they make his living for him?

A. Well, I guess that is where we get our pay checks from.

Q. Do you mind if I ask you a question? You have testified in regard to seven men who were discharged or removed, or whatever it was, at the end of August—I mean the end of July, and the discharges of two others came later. Now, of those seven men, in how many cases was the discharge due to the fact of his personal participation in some particular road failure, something that he had done that you felt should be charged up to him on one of these seventeen road failures?

804 A. In other words, you would like to pin the road failures on to some particular employee?

Q. I don't know that I would like to pin them to any particular employee, but I wanted to know whether you did in discharging them?

A. No; I didn't pin it to them at all. I took the Pittsburgh garage as a whole and I took off the men in the classification and the

man that I discharged, this Mr. Law, I discharged him on account of that accident on coach No. 566, which I thought was justifiable.

Q. Then Law was the only one discharged that you thought was connected with a particular road failure?

A. Law was discharged on this accident. Mr. Rihr was discharged, not by me, but by Mr. Nyland, on account of what I did believe was his responsibility. I couldn't help but feel that a man testing coaches certainly should have been able to have kept some of those things out, to have caught them and eliminated failures; in the case of Burns it was, as I explained to you, improper servicing of equipment.

Mr. BOWEN. I am through with this witness, excepting for a few questions, possibly that I might want to put in.

Chairman MADDEN. We will take a recess until tomorrow morning at nine-thirty.

(Whereupon, a recess was taken until Saturday, October 26th, 1935, at nine-thirty o'clock A. M.)

805 PITTSBURGH, PA., *October 26, 1935—9:30 a. m.*

(Met pursuant to adjournment.)

W. A. DUVALL resumes the stand.

Direct examination—Continued.

(Respondent's Exhibits 24–A to 24–N, inclusive, Witness Duvall marked for identification.)

Q. (By Mr. BOWEN.) Mr. Duvall, showing you Respondent's Exhibit 24, lettered from "A" to "N", inclusive, are these the road failure reports that you obtained last evening from the Pittsburgh Division?

A. Yes; those are the road failures covering the road failures in the month of July.

Q. Now, there are fourteen of these and, therefore, two of them not here. Did you ascertain where the other two are?

A. At Lima, Ohio. Those coaches were pulled into Lima; they were taken care of at Lima.

Q. And, therefore, these shop records are at Lima?

A. Yes.

Q. And we can obtain them and forward them to the Board?

A. That is right.

Mr. BOWEN. And we will do so. We offer in evidence Respondent's Exhibit 24.

Mr. WATTS. No objection.

(Respondent's Exhibits 24–A to 24–N, inclusive, for identi-
806 fication, Witness Duvall, received in evidence.)

Q. Now, Mr. Duvall, I think there was some testimony in here by Mr. Maxwell, the witness who was charged—one of your former employees that was charged with leaving nuts on a wheel come loose so that the wheel came off.

A. Not Mr. Maxwell; Mr. Matthews.

Q. He also put in some testimony to the effect that after he had tightened these nuts that it then went to servicing by the tire company.

A. That is right.

Q. Did you check up to see whether any such thing as that happened?

A. Yes; I did. I obtained the service orders last night.

Q. I show you the service orders. Will you just explain to the Board the manner in which that went and the time at which it went to the Firestone people to have the wheels adjusted; also, when the nuts were adjusted by Mr. Matthews?

A. On the 10th of the month this coach 569 was in this garage and the right rear outside tire, left rear outside tire, and right front tires were changed by the Firestone Company. We have our tires on a mileage basis, and the service work changing of tires in our garages is done by their employees.

Q. That was on the 10th of the month?

A. Yes; O. K.'d and marked by their representative. That was on the 10th of the month.

807 Q. Now, when did Mr. Matthews then work on this as regards that?

A. Mr. Matthews worked on this coach on the 12th, at which time he checked wheel studs and marked said work as being completed.

Q. And at that time did that coach at all go for the adjustment of the tires or did the tire company have anything to do with it or any employee connected with them?

A. None whatever.

Q. Then when was it following that that the wheels became loose?

A. On that trip out after Mr. Matthews checked it the coach broke down at Aliquippa, I believe the name of the town was.

Q. Does it show the date at which it broke down?

A. Yes; broke down on the 12th.

Q. And that was the same date that he checked the wheel studs?

A. Yes, checked the wheel studs.

Q. So that coach never went the day he checked the wheel studs to the tire people for the adjustment of tires and wheels?

A. That is right.

(Respondent's Exhibit 25, Witness Duvall, marked for identification.)

Q. Showing you Respondent's Exhibit 25, Mr. Duvall, is that a Copy of the accident report that was turned in on the Warren, Ohio, accident and that you obtained from the files of the company?

A. Yes; that is a copy of the report of 566 at Warren, Ohio.

Mr. BOWEN. We offer in evidence Respondent's Exhibit 25.

808 Mr. WATTS. I have no objection to it.

(Respondent's Exhibit 25 for identification, Witness Duvall, received in evidence.)

Q. You did not see this report at the time that you inspected this bus at Cleveland following the accident?

A. No. I only knew——

Q. This is a report that comes in in a regular way?

A. To the main office.

Q. You didn't see the report until after you had come down to Pittsburgh following the accident?

A. That is right.

Q. The information you had as to the accident before you left Cleveland for here, where did you get that?

A. In the first place, I heard from my secretary that the coach had been involved in an accident, and then when I went to the

Cleveland garage I was told what had happened—that is, that some people had been killed in it—and then I inquired who the coach belonged to.

Q. Does this report of the accident confirm your judgment that it was a result of the faulty adjustment of brakes, that that had something to do with the accident?

A. That is my belief.

Q. There has been put in the record, Mr. Duvall, a letter of recommendation signed by you for Mr. Maxwell. Will you state how you came to sign that?

809 A. I received a letter from Mr. Sprain enclosing a letter of recommendation from Mr. Maxwell. He mentioned that Mr. Maxwell came in to see him and stated that he had a chance to get another position, that he also was expecting an increase in his family, and asked me to make him a recommendation. I had no reason to want to harm the man; in fact, I thought if he could get a job that was a fine thing, and the least I could do was give him a recommendation.

Q. There wasn't any reason why you couldn't sign the recommendation you did sign?

A. No; I didn't think so.

Q. And you would do it to accommodate anyone?

A. Unless the work they had done was so serious I didn't feel I should.

Q. You didn't want to stand in the way of any man getting a job just because he might not have been a satisfactory workman to you?

A. That is right.

Q. Now, on this reclassification that has been put into evidence, you had something to do with the preparation of that as relates to the maintenance department?

A. Yes; I had a lot to do with it.

Q. And before that was done what did you do in order to gather information upon which to base that classification?

A. Well, it was first called to my attention—that is, I was
810 requested by some of the—I think it was originally brought up by Mr. Davidson, and I believe Mr. Halleran, and I think a representative at Boston also brought it up. I didn't know very much about classifications, and I went to the various civic and commerce of these large cities——

Q. You mean commerce associations?

A. That is right. And requested what the prevailing rates were in the various types of work. I also went out and inquired in each city from a large city operator and a large trucking company and if there was any service comparable with our own.

Q. What do you mean "large city operator"?

A. I mean local operation, city buses and large trucking concerns, and some places I got inquiries from three or four concerns; in some I got inquiries from more concerns than that.

Q. And you did that all prior to the time at which this reclassification came?

A. Yes. I would say it took me about six months compiling the information and getting it together and checking same.

Q. And this reclassification was in an endeavor to iron out some inequalities?

A. Yes; as requested.

Q. You have heard Mr. Sundstrom testify there were no men reduced under this but there were a lot of men increased?

A. That is right.

Q. Is that so in regard to the maintenance department?

811 A. That is right.

Q. So the reclassification in and of itself cost the company a considerable amount of money?

A. I understand the first year it cost Pennsylvania Greyhound Lines about $12,000.00.

Q. Over and above what they had under the old classification?

A. Yes.

Q. (By Mr. SMITH.) This was for all the divisions here in Pittsburgh?

A. No. At the first it took in thirty-two divisions; that is, the East, Central, and Pennsylvania Greyhound Lines, and, of course, the Pittsburgh garage is one portion of the Pennsylvania Greyhound Lines.

Q. What was this $12,000.00?

A. That covered the Pennsylvania Greyhound. Eastern, I think, amounted to about sixteen or seventeen thousand the first year.

Q. (By Mr. BOWEN.) That is, this reclassification covered the maintenance employees of about thirty-two garages?

A. That is right.

Q. Of the Pennsylvania Greyhound, Eastern Greyhound, and Central Greyhound?

A. That is it—Illinois Greyhound.

Q. Under this classification it is shown in the reclassification itself the men automatically are entitled to a two cent a year increase for five year, are they not, as regards mechanics?

812 A. That is in the mechanical and the higher priced brackets. In the washers, cleaners, and greasers they receive their increase every six months.

Q. But it is all shown in the reclassification?

A. That is right.

Q. What a man would be entitled to?

A. That is right.

Cross-examination:

Q. (By Mr. WATTS.) Now, Mr. Duvall, your duties in connection with the Greyhound Lines you have testified extend beyond the immediate operation of the Pennsylvania Greyhound Lines System?

A. Yes. I work for many operating companies.

Q. And that has been the case for the last two or three years, hasn't it?

A. I would say so; yes.

Q. No doubt about it, is there?

A. Not in my mind; no.

Q. You were the gentleman, were you not, who was concerned in the case heard before the National Labor Board arising out of alleged discriminatory discharges of the Chicago Greyhound garage?

A. I never appeared before any Board.

Q. Were you the man who discharged the employees——

Mr. BOWEN. Just a minute. I want to object to that. That was a proceeding before the Chicago Labor Board that finally,
813 upon the order of the Board itself—that is, of the Board at Washington, as I understand, which is the National Board—was dismissed because they had no jurisdiction over it.

Mr. WATTS. I am going to answer that because it is a statement made by counsel.

Mr. BOWEN. You go ahead and put the evidence into the record, but I object to the line of testimony.

Mr. WATTS. The evidence is offered on the issue of establishing the intent with which this man acted in the instant case, and I propose to show what happened, as far as his activities were concerned, in this other incident of alleged discriminatory discharge. It doesn't make any difference, as far as the admissibility of the proof is concerned, what happened in the Chicago case. As a matter of fact, the Chicago case was originally settled by agreement of the company to rehire these men, which agreement was not carried out, and a subsequent order of the National Board made to that effect, but that is neither here nor there.

Mr. BOWEN. I have no objection to having the records of the old National Labor Board put in this proceeding so as to show what that proceeding was and what happened, but until that is done I don't think the cross examination of this witness on that proceeding is pertinent to the inquiry. I object to it as not proper cross examination, irrelevant, and immaterial.

Chairman MADDEN. I don't think it would be relevant. I
814 don't suppose Mr. Watts proposes to prove what happened there. What harm can be done by asking the witness these questions?

Mr. BOWEN. It was a matter I didn't go into on direct examination. If he wants to call this witness as his own witness——

Mr. WATTS. I wouldn't even consider doing that, if the Board please.

Mr. BOWEN. I think that is the proper way for him to do it.

Chairman MADDEN. I suppose if the witness gives such answers as indicate that he has certain attitudes about the matters that are in question in this case, that might prove something. I, of course, have no idea.

Mr. BOWEN. I have made my objection that the cross examination of this witness is not proper; it is incompetent, irrelevant, and immaterial, and if this side wishes to use this witness on that point, they should call him as his own witness.

Chairman MADDEN. Objection overruled.

Mr. BOWEN. Exception.

Q. (By Mr. WATTS.) Mr. Duvall, you were the officer of the Greyhound Lines who discharged the men at the Chicago garage?

A. What do you mean "discharged"?

Q. What is that?

A. How many men have you reference to?

Q. Did you discharge any men at the Chicago garage in 1933 as a result of which a complaint was made to the National Labor Board?

815 A. I believe there was a complaint made.

Q. And prior to the time of those discharges did you or did you not state to the men in that garage that unless conditions changed there you were going to shift the work out of Chicago and into Pittsburgh?

A. That is a long time ago. I don't remember whether I did or didn't.

Q. You don't remember that?

A. No.

Q. And, as the result of those discharges, was there or was there not a strike in the maintenance department of the Chicago garage?

A. The first day some were intimidated out in front and didn't come back to work, and some came back the second day, and some the third.

Q. Was there a strike?

A. I would say there was a strike of certain employees.

Q. You are the author of Board's Exhibits 73 and 74?

A. I believe so.

Q. Are you or are you not the author?

A. Yes, sir.

Q. (By Mr. BOWEN.) You didn't write that letter?

A. No, I didn't write it. I merely signed it.

Q. Of which this is a copy?

A. That is right.

Q. You never saw——

816 Mr. WATTS. Just a minute. I ask the opportunity of cross examination.

Mr. BOWEN. This isn't an original. He isn't going to catch this witness on that kind of a question.

Q. You never saw that copy?

A. I never saw that copy.

Q. Before you came into this court room, did you?

A. No.

Q. (By Mr. WATTS.) I show you Board's Exhibit 73. Is that your signature which is represented at the bottom of it?

Q. (By Mr. BOWEN.) Did you write it?

A. I did not write it.

Q. (By Mr. WATTS.) Is that your signature?

A. That is my signature.

Q. (By Mr. BOWEN.) You didn't sign that letter?

A. Not that letter.

Chairman MADDEN. What is this about? Is it because this is a photostatic copy?

Mr. BOWEN. They put into evidence a photostatic copy of a letter apparently stolen out of the files of this company.

Mr. WATTS. I object to that. There is no proof here of that at all.

Mr. BOWEN. The original of which has not been produced.

Chairman MADDEN. Is there any question about the genuineness of the copy?

817 Mr. BOWEN. We don't know. We can't testify as to whether or not that is a genuine copy.

Chairman MADDEN. Has the witness had a chance to see the letter?

Mr. WATTS. I am trying to. I have shown him the letter and shown him the signature. I will ask him again.

Q. (By Mr. WATTS.) I show you Board's Exhibit 73 which bears a signature, doesn't it?

A. It has a signature; yes.

Q. Is that your signature?

A. It is my signature, but I don't know whether I dictated that or wrote it or not.

Q. (By Mr. BOWEN.) Mr. Duvall, that isn't your signature?

Mr. WATTS. If the Board please, I ask this be admitted.

Q. (By Mr. BOWEN.) (Continued.) That is a photostatic copy?

A. Yes; that is a photostatic copy.

Q. Then it isn't your signature?

A. (Witness does not answer.)

Q. (By Chairman MADDEN.) Does it seem to be a photostatic copy of your signature?

A. It is a photostatic copy.

Q. Of your signature?

A. It looks like my signature. I don't know whether it is or not because I haven't seen the original.

Q. (By Mr. WATTS.) I show you Board's Exhibit 73. Did

818 you sign a document containing that language?

A. I am unable to say whether I did or not.

Q. You don't remember, do you?

A. No; I don't definitely remember.

Q. That is your testimony before this Board at this time, realizing you are under oath?

A. I don't definitely remember whether I did or whether I didn't.

Q. Whose idea was it that a letter in the form of Board's Exhibit 73 be sent out? Was it your idea?

A. As far as I am concerned, I know nothing about the Employee Committee Plan. I had never heard of one. I know nothing about the workings of them or anything else.

Q. I ask you, Mr. Duvall, whose idea it was to send out a document in this language. Was it yours?

A. Well, I am unable to say just exactly how it would come up or anything of that sort. I really don't recollect.

Q. Is it your sworn testimony that you can't remember anything about the circumstances under which Board's Exhibit 73 was signed by you.

A. I don't definitely remember. I do not remember the forming of it. I don't definitely remember any incident of it.

Q. Do you remember anything about the language in here that the men should work for the interest of the company and not be radical?

A. Well, I think all men should work for the interest of the

819 company.

Q. And not be radical? Do you remember that language?

A. Not particularly; no.

Q. You haven't any idea with what association or connotation that language was used in this document?

A. Not particularly; no.

Q. Now, you have just stated, I think, that you don't know anything about these Employees Plans?

A. I didn't at that time.

Q. You know more about it now? Is that it?

A. I had never seen an Employees Plan. I had never worked under it. I didn't know anything about it.

Q. Well, then, if that is the case, do you now testify that Board's Exhibit 73 at least wasn't your idea?

A. As far as I am concerned. I heard about an Employees Plan and all of that, but it doesn't mean just the high spots of an Employees Plan. My assumption would be that everybody should work it out.

Q. Now, after this Association was formed you became an officer of the Association, didn't you?

A. That is right.

Q. You are a member of the Joint Reviewing Committee?

A. That is right.

Q. You are now, aren't you?

A. That is right.

820 Q. Do you see any ethical objection to your serving as an officer of the Association after having provided for its creation in the manner described in Exhibit 73?

A. There are many times if you are ignorant of something that you may have an entirely different impression of what it might be.

Q. I ask you if you see anything unethical now, in the light of your later acquired information, about you, who patterned this Association, according to Exhibit 73, now serving as one of its officers?

A. As far as I am concerned, I am following the Employees Committee Plan right to the letter.

Q. Have you ever made known to your associates on the Joint Reviewing Committee the circumstances under which it was created, as described in Exhibit 73? Did you ever tell them about that?

A. I don't know anybody asked me about it.

Q. You consider your case, as far as the ethics of the matter is concerned, is unlike that of Mr. Davidson?

A. I have never questioned Mr. Davidson's ethics myself.

Q. You testified you first learned about the road failures recorded at the Pittsburgh garage from your secretary?

A. That is right.

Q. And I think you testified that that information came to you about the 10th of July?

A. That is on the road failures that had happened the

821 first part of the month.

Q. Up to that time?

A. Yes.

Q. And I think you further testified that having received this information of a growing road failure record at Pittsburgh, you

came here to the Pittsburgh garage and was here on the 15th. Is that right?

A. That is right.

Q. Now, when you were here at the Pittsburgh garage on the 15th your purpose in being here was to find out what was happening in the matter of road failures, wasn't it?

A. I did, with Mr. Nyland and Mr. Bremmier.

Q. That is the thing you were interested in?

A. That is right.

Q. And you looked into the records of the road failures up to the date you had arrived here, didn't you?

A. What was here; yes.

Q. Now, if that is the case, Mr. Duvall, I show you Respondent's Exhibit 14, and call your attention to this language: "I was rather surprised this morning to find that up to the 13th of the month the Pittsburgh Garage has been responsible for 12 road failures." Did you write that to Mr. Sprain?

A. That is right; wrote it from Chicago, I believe.

Q. And on what date did you write it?

A. The 23rd.

822 Q. Of what month?

A. Of July.

Q. So that on the 23rd of July you are telling Mr. Sprain that you were surprised to find out that up to the 13th there had been twelve road failures?

A. That doesn't mean anything.

Q. Was that what you said in the exhibit?

A. It doesn't mean anything.

Q. Is that what you said in the exhibit?

A. It is what was said there.

Q. Notwithstanding the fact you had been here in Pittsburgh on the 15th.

A. It can be easily explained.

Q. Go ahead.

A. As far as I am concerned, I am at least out of my office seventy-five percent of the time. When I leave Pittsburgh I might go a dozen places. I might go to Pontiac or Detroit or places where I have no secretary. I don't remember whether I called Sprain the day I was here. I work for about fourteen presidents of Greyhound Lines. It is hard enough to work for one president without working for fourteen. As far as I am concerned, I have been criticized enough for road failures, and any time I tell any employee about road failures I am certainly going to put myself on the record.

823 Q. Did you know on the 15th of July when you were in Pittsburgh that there had been twelve road failures to that time?

A. Yes, sir.

Q. And yet you say on the 23rd you were surprised to find out?

A. As far as Mr. Sprain is concerned, he is the man to take care of the Pennsylvania Greyhound Lines. I wouldn't come down here to do anything he didn't know about.

Q. Did you discuss the July road failure record with Mr. Sundstrom before you proceeded to investigate them?

A. I don't know where Mr. Sundstrom had received his information, but somewhere in between the 15th and 20th I would say—somewhere in there I discussed the road failure situation. It was somewhere in during the month.

Q. And did you find that the unwarranted number of road failures of vehicles was due to the neglect and inefficiency of employees to perform their duties?

A. That was my opinion on visiting here that some of the men were not doing their work properly.

Q. You advised him that was your opinion?

A. He asked me what the reasons were, and I explained to him.

Q. That is what you told him?

A. That is what I thought.

Q. Now, then, there were seventeen road failures listed in Pittsbugh for July of this year?

A. Sixteen, as far as my record shows.

Q. And seventeen as far as the records show?

824 A. I don't know what the records show. Sixteen is what I have.

Q. Do you mean you don't know what the records at Pittsburgh show?

A. My record shows sixteen road failures.

Q. What do the Pittsburgh records show?

A. I did not check the records. My record shows sixteen.

Q. You did not check the records at Pittsburgh about the road failures when you came here to investigate them?

A. I checked my record about road failures. There might be a road failure on the Line that wouldn't be in Pittsburgh. As near as my record shows, there were sixteen road failures.

Q. Of course, being interested in the subject of what was causing these road failures, you traced the cause of each of those sixteen road failures that you had a record of when you came here?

A. I looked at them as far as I could tell.

Q. State to the Board—take those road failures one by one—who was responsible for each road failure? Let us get the list and after the number give me the name of the man in the Pittsburgh garage responsible for it.

A. Coach 569, that is piston broke and rod went through case.

(Paper handed to witness by Mr. Bowen.)

Mr. BOWEN. I am giving him the clock numbers. I would be glad to put it in evidence.

Mr. WATTS. Give him anything you want.

825 The WITNESS. I would be unable to determine.

Q. What was the name of the man responsible for the first road failure on coach 569?

A. There is no name of any man responsible for it. This is the name of the man who went out and made the repairs on the road.

Q. I am asking you who was responsible in the Pittsburgh garage for that road failure.

A. The personnel of the Pittsburgh garage; whoever inspected the coach were responsible for it.

Q. I want the name of the man, not the personnel, who was responsible for that road failure.

A. Many men could work on that coach.

Q. Of course, they could, but who did?

A. You would be unable to say definitely what man might work on a particular coach.

Q. And you say that in face of the fact you have testified here about this elaborate system of check numbers and service orders and all this vast machinery which can enable you to go right back and lay the blame at the door of the man who was responsible?

A. If you had a dozen men working on one coach on the same job, would you be able to determine who worked on it?

Q. I couldn't because I am not an expert like you are in maintenance. Will you answer my question yes or no?

A. These road failures——

826 Q. Take this first road failure. Can you or can you not name the man in the Pittsburgh garage who was responsible for it?

A. This reverts back to the personnel in the Pittsburgh garage. The men who did the inspection had been servicing there for years.

Q. I want the name of the man, if you can give it to me, who was responsible for that road failure.

A. I don't know all the men in the garage.

Mr. BOWEN. May I ask if you explained to him what the road failure was?

Mr. WATTS. You will have the opportunity to do that on redirect.

Q. Let us go to the second road failure. What is the number?

A. 4167.

Q. Who was the man in the Pittsburgh garage responsible for that road failure? Give me his name.

A. One of the electricians.

Q. What is his name?

A. We have various ones there. We have Mr. Lehman, and we have Mr. Beining.

Q. Have you the clock number there?

A. Not here.

Q. It isn't there?

A. Not on the road failure.

Didn't you check back to see what particular electrician was

827 responsible for that road failure?

A. I looked over the road failure reports.

Q. You have done that?

A. Yes, I have done that, I don't know what men did it.

Q. You have the records here?

A. I haven't the record of the shop man who worked on it.

Q. Aren't those records here in Pittsburgh?

A. Yes, they should be.

Q. When you came here to look into this extraordinary list of road failur's you didn't check back to find out what man in the Pittsburgh garage did the work?

A. I looked over the various reports.

Q. You didn't make up any list to find out what man was responsible for each one of the seventeen?

A. This personnel has been here for years. They have had the coaches since they were delivered. The responsibility for the entire coaches is up to every man in the Pittsburgh garage.

Q. Did anybody make up a list of the individuals responsible for each one of these seventeen road failures?

A. No, not that I know of.

Q. Did you tell them to?

A. No.

Q. As far as you were concerned, it doesn't exist?

A. As far as I am concerned, I analyzed them as closely as you could.

828 Q. As far as you are concerned, it doesn't exist?

A. That is right.

Q. Analyzing a road failure, you would normally look at the service orders?

A. Yes, but——

Q. Wouldn't you?

A. There are thirty service orders on every coach.

Q. If you were analyzing as closely as you could, you could find every mechanic that worked on that job?

Mr. BOWEN. You would have to go back——

Q. Could you or couldn't you?

A. You could not definitely place it on any one particular mechanic.

Q. So your statement is it is impossible on the basis of the record you and your company keeps to lay your finger on any man responsible for these road failures?

A. Certain ones you might. There are certain ones here unless you had a crystal ball you couldn't determine who they were up to.

Q. You didn't at least find out the man on that second road failure?

A. I didn't know who it was; no.

Q. Take the third one. Who was responsible for that? Give me his name.

Mr. BOWEN. I may suggest to the Board there is nothing
829 on this that indicates who works on those motor coaches before they left this Pittsburgh garage. This is the report of the man who goes out and pulls in that coach. There are records of the Pittsburgh garage, if that coach was worked on at the Pittsburgh garage before it went out, that indicates who the man was who worked on it.

Q. (By Chairman MADDEN.) Does that mean, Mr. Duvall, that you can't as to any of the seventeen place any of the responsibility?

A. As far as I am concerned, anything that pertains to the engine, like a break in the connecting rod or piston, that is something that might have been some three, four, or five months before. Maybe there was a knock in the engine and the checker didn't detect it. The operation of a garage and the checking of the entire equipment is up to the personnel. They have all been there and had the same group of buses, and there is no reason why with the same personnel they shouldn't have been able to keep the coaches in good operating condition.

Q. On the basis of that, detecting responsibility—if you were to individualize the responsibility at all—where would you put it—at the top foreman?

A. Yes, I think the foremen are responsible for a lot of things sometimes too. I think there are a lot of foremen in every organization probably that could be more efficient.

Q. Well, if you say a group of fifty men are directly responsible for certain consequences, and then if you have to knock
830 somebody's head off to teach the whole fifty a lesson, how do you select the one whose head you will knock off?

A. Well, you couldn't very well fire all your foremen, or you couldn't very well fire all your men, could you?

Q. No, I suppose not.

A. You couldn't very well start off with a new crew every week.

Q. I still should like to know how you pick out the one.

A. When we develop a foreman or superintendent he is a man who came out from the ranks. We don't go outside and hire men from outside concerns. Every foreman we have has worked up through the ranks. Nevertheless, he has to be a good mechanic before he is made a shift foreman or day foreman or night foreman, and we assume those men during that time have learned a lot about coaches and should know——

Mr. BOWEN. I don't think you are answering the question of the Chairman. He is asking how you do fix responsibility. Isn't that what the Chairman wants to know?

Chairman MADDEN. He has said it can't be done in reference to general motor work, and I should suppose after the part is fixed and closed up again and put out on the road and runs for a week that thereafter it would be very difficult to lay back—that the connecting rod broke or piston rod broke—back to any individual. My question is this: when you are going to discipline a group of fifty men in order to produce better results in the future by discharging
831 someone, how do you pick out the ones to discharge? It looks like you should do it by lot, but you didn't do it by lot. How did you do it?

The WITNESS. I took it by the seniority of the roster.

Q. (By Mr. BOWEN.) How did you fix the responsibility in discharging?

A. This man Law was fired because of the accident. Burns was fired because he did not obey company rules and hasn't. Maxwell was fired—not by myself; by Mr. Bremmier or Mr. Sprain—because of his failure to do his work properly. Matthews was fired because of his failure to put the wheels properly on the coach, which failures, of course, we were——

Q. Remember once more, Mr. Duvall. How do you determine those facts upon which you fix that responsibility?

Chairman MADDEN. There are certain situations in which perhaps you can trace them, I understand.

Q. (By Mr. WATTS). One of these failures, before I leave the subject, Mr. Duvall, was a failure in which the valve broke and the piston and the rod, as result of which the block was chopped in two?

A. That is right.

Q. And isn't it a fact that bus was driven some forty miles after the breakage of the valve?

A. I don't remember the exact details.

Q. You don't remember the number of miles, but it was driven quite a ways, wasn't it?

832 A. It might have been; I don't remember.

Q. You don't remember that?

A. I don't remember whether it was driven forty miles or not.

Q. I ask you whether or not a driver, after a valve is broken, gets any audible indication of that. Does something begin to rattle?

A. He should if he is a good driver. I don't know whether he was an old driver or new driver.

Q. Was the driver of this bus discharged?

A. I couldn't say in that individual case. We have discharged drivers for opening up governors, and discharged drivers for cutting things in two.

Q. I suppose you have discharged drivers for all manner of things, but did you discharge that driver?

A. I have nothing to do with drivers so I couldn't tell you.

Q. Do you know whether he was discharged?

A. I do not know.

Q. You admit, Mr. Duvall, do you, that McKelvey, Lehman, Mitchell, and Moberley were in no way whatsoever alleged by you to be responsible for any one of those seventeen road failures?

A. No; but the road failure record——

Q. Just a moment. Is that the case?

A. I do not know whether they were particularly responsible for any of these failures or not.

Q. You didn't so claim they were?

833 A. I didn't particularly claim they were.

Q. As a matter of fact, it has been your testimony here that those men were only furloughed?

A. That is right.

Q. Then you have stated Mr. Burns, Mr. Matthews, Mr. Maxwell, Mr. Law were all discharged for things having nothing to do with the particular seventeen road failures; there were special incidents about each one of them that you have testified to. Is that right?

A. Yes.

Q. And that leaves us only one man—Mr. Rihr—whom you testified had any alleged even general connection with the road failures, as you felt because he was a tester he must have had something to do with these cars, and, therefore, ought to be let go. Is that right?

A. I would say he had a certain responsibility; yes.

Q. So eight of the nine men who were discharged or let go here aren't even alleged to have been let go because of these seventeen road failures, are they?

A. They might have been connected with them. They have been working here for years.

Q. You never told them that was why they were being let go, and you have testified about that here?

A. They were told when they were let go that on account of the number of road failures we were taking certain work out of here.

834 Q. But they were not told by you that you held them responsible for any particular one of those road failures?

A. No; I don't believe so.

Q. Now, then, if in fact you honestly felt that this record of road failures in the month of July indicated that the work should have been moved somewhere else, why didn't you make an attempt to discover the identity of the men who were responsible for the failures and either fire them or do something else with them?

A. If I was able to determine definitely in a motor being cut through or rods breaking or pistons breaking, or things of that sort, as far as I was concerned, I would be only too willing to get rid of anybody, just the same as I got rid of Matthews or the accident man.

Q. Now, of the nine men discharged, you say Burns, Matthews, Maxwell, Rihr, and Law were for specific cause. Is that right?

A. Yes.

Q. That is, every one but the men you said were furloughed?

A. Yes.

Q. Now, let us look at these men. You testified here Mr. Burns was let go by you because he was doing lax work; he had a greasy pit, it had water and rags in it, and he left the light on, and you had also seen some grease cups missing.

A. That is right.

Q. How long does it take to put on a missing grease cup?

835 A. You can put a grease cup on in a minute, if he wants to.

Q. And where do they keep these grease cups—spare parts?

A. They usually keep them in the pit. I believe he has an apron or something. Usually all greasers have an apron when they are working.

Q. How long does it take to fix the pressure grease gun to a cup and shoot the grease and take it off again?

A. It all depends on what part of the bus you are greasing.

Q. In addition to that operation, the greaser is expected to attend to the rear end?

A. If he looks at it, he may only have to put grease in once a week or once every two weeks.

Q. But he has to take off the fitting and look in. How many grease cups are there in a bus?

A. Oh, I would say offhand there are about forty grease cups—something along that.

Q. Only forty?

A. About that.

Q. As a matter of fact, there are sixty, aren't there?

A. I would say about forty—somewhere along there.

Q. And you testify these grease men do twenty buses on a shift?

A. That is right.

Q. Have you calculated how many seconds that gives a man to attend to a grease cup if he doesn't do anything else all day, and doesn't stop his work one second?

836 A. We do it other places. There is no reason why we can't here.

Q. You have never calculated how it works out?

A. I have checked the operations. It depends on how he does his work. Those greasing pits are equipped with hose and everything. He can speed up his work if he wants to.

Q. As far as Mathews is concerned, you know nothing about that except what you have on his reports? You have no personal knowledge of that?

A. I have his work reports.

Q. You have no personal knowledge?

A. I have the work reports and checked those, and the indication would be the discharge was in line.

Q. And that is also true of Maxwell? You have no knowledge of Maxwell other than what is contained in the reports of your subordinates?

A. No. I did not discharge him.

Q. You did discharge Rihr?

A. No; I didn't discharge Rihr.

Q. He was let go the next day?

A. He was let go by Mr. Nyland.

Q. You had instructed Mr. Nyland to let him go?

A. I told Mr. Nyland I thought we should let him go on account of his road failures.

Q. He had been demoted from a tester to a mechanic?

A. I believe he had been demoted about four or five days.

837 Q. That is pretty severe disciplinary measures?

A. I don't know. A lot of fellows don't want the job of tester and other fellows do. I don't know whether it would be considered serious or not.

Q. Were there any other testers in the Pittsburgh garage besides Mr. Rihr?

A. Yes; I believe Mr. Schrader.

Q. Schaffer is the name, isn't it?

A. I believe Schrader. And another tester, I believe, by the name of Gaskil works there.

Q. Did you fire those fellows?

A. Not particularly.

Q. Did you?

A. No.

Q. You picked out one man of the testers and booted him out?

A. I checked over the road failure reports. I discussed with Mr. Nyland what he thought was wrong, who was responsible for the road failures, and acting on his judgment I instructed Mr. Nyland to let him go.

Q. As a matter of fact, it was Schaffer or Schrader who tested the bus that let go and had the accident in Ohio?

A. I didn't check to see the man who tested it.

Q. You didn't know that fact?

A. I didn't check it.

Q. In spite of the fact that you were as mad as you were

838 about that accident?

A. I didn't check the man who tested it.

Q. (By Chairman MADDEN.) That seems very strange, Mr. Duvall. I would suppose any check of that thing would have discovered that deficiency in the brakes?

A. It might have discovered it.

Q. What is the test?

A. It all depends on what the brake man went through, whether or not he ran it on the brake pit or took it out on the floor.

Q. What is the test?

A. We have a brake testing machine.

Q. What is the general test—a driving test?

A. To put it on the pit and test your brakes, and put it on the floor and run it, and check the wheels to see whether they skid easily. Where we have brake testing pits oftentimes that isn't done.

Q. (By Mr. WATTS.) Now, the reason you fired Law was because you say he was the man who was responsible for the Ohio accident, and you were so much interested in the safety of your passengers that you wanted to get rid of him. Is that right?

A. Not particularly wanted to get rid of him, no.

Q. I say you said you were interested in the safety of your passengers, and having believed he was responsible for it, you discharged him.

A. I discharged him because in my belief he was the man
839 who was responsible for adjusting those brakes.

Q. Now, you first heard of this Ohio accident on the 29th of July, you testified?

A. On Monday morning; yes.

Q. I don't know what day of the week it was. Whenever you first were told about this accident, you were told a couple of people had been killed up there, by your secretary?

A. You know how news travels around a bus company.

Q. No; I don't know anything about it.

A. Well, it is a grapevine system. You hear lots of things that aren't true.

Q. That accident occurred on the 28th day of July, didn't it?

A. It happened on Sunday afternoon; yes.

Q. And you were at Cleveland when you heard about it?

A. I was in Cleveland Monday morning; yes.

Q. And you went straight away to look after this coach which had been in the accident?

A. Not Monday morning.

Q. Well, did you do it on Monday some time?

A. Yes; Monday afternoon. I usually go down to the Cleveland garage at lunch hour. I oftentimes go to the Cleveland garage.

Q. How far is it from Warren, Ohio, to Cleveland, Ohio, roughly—how many miles?

A. Oh, I would say about fifty miles. Of course, I don't travel those roads much.

840 Q. It isn't a mile or so? It is a respectable distance?

A. I would say forty or fifty miles.

Q. And when you made the examination you testified this bus was at Cleveland?

A. That is right.

Q. And I think you said that in your opinion this particular left rear brake must have been dragging and burning all the time the car was driven into Cleveland?

A. My opinion was it was very tight—too tight.

Q. So, of course, you are not able to testify as to the condition mechanically of that bus at the place of the accident? You saw it in Cleveland later on?

A. No; I wasn't at the accident.

Q. Were there any law suits after this accident, Mr. Duvall—anybody sue the company?

A. You mean for this 566?

Q. Yes.

A. I understand there are a number of outstanding claims on it. Just what the amount is I think somebody else here could testify.

Q. Did the company defend these accidents and deny responsibility?

A. I have nothing to do with the Claim Department; I have nothing to do with the Safety Department—the paying of bills or things of that sort.

841 Q. I ask you whether or not you know the company defended these accidents and denied negligence.

A. I do not know anything about it.

Q. There are various things which will cause a brake to lock; aren't there, Mr. Duvall?

A. That is possibly so.

Q. And a defective brake lining, for one thing; wouldn't it?

A. Not necessarily.

Q. Oh, no; it isn't, necessarily. I am asking you the possibilities.

A. Not necessarily. I wouldn't say that.

Q. You can have a defective brake drum?

A. The drums were in good shape; the lining was in good shape.

Q. I am not asking you the condition of this particular car. I am asking you the possibilities of causing a brake to lock in a motor coach.

A. It would have to be cracked to make it lock.

Q. Couldn't the same condition be brought about by smooth tires and wet pavements?

A. The tires were in good shape.

Q. I am not asking you that question. I am asking you if the brake might have locked because of that condition.

A. No. I have never seen the brakes lock on account of tires.

Q. How could a driver drive from Pittsburgh to Warren without finding out whether the brakes were defective, if they were?

842 A. It all depends on whether he was an old driver or a new driver.

Q. Let us assume it was a new driver.

A. We have a lot of drivers will drive with brakes they know are not possibly in good shape.

Q. And if they do that, that is just because they don't have sense enough to obey the rules of the company to stop and have them attended to?

A. It is because possibly they don't want to get out and look at them themselves.

Q. And the rules of the company explicitly instruct drivers not to go on and take a chance with human lives but to stop and have it attended to?

A. That may be so.

Q. Is it so?

A. I believe there are certain rules and regulations to that effect.

Q. As a matter of fact, the only thing that happened to bus 566 at Warren, Ohio, was it skidded?

A. It skidded, yes.

Q. And, as a matter of fact, at the time that bus skidded it was on a brick road; wasn't it?

A. Yes.

Q. And it was raining; wasn't it?

A. I don't believe it was raining. I believe it was clear,
843 but I believe it was a little wet.

(Board Exhibit No. 89, Witness Duvall, marked for identification.)

Q. Who was Mr. L. P. Williams, superintendent, 45 West State Street, Columbus, Ohio?

A. I believe he is the superintendent at Columbus.

Q. He is one of your subordinates in charge of the garage?

A. No. He doesn't work for me.

Q. Who does he work for?

A. He is an operating man.

Q. He works for the Pennsylvania Greyhound Lines, Inc.?

A. Yes.

Mr. WATTS. I offer Board's Exhibit 89 in evidence, being a certified copy of report filed with the Motor Vehicle Department on this accident.

Mr. BOWEN. No objection.

(Board's Exhibit No. 89 for identification, Witness Duvall, received in evidence.)

Q. I show you Board's Exhibit 89, Mr. Duvall. What does Mr. Williams say that the weather conditions were?

A. Wet.

Q. The weather conditions?

A. Rain.

Q. What does he say the condition of the road was?

A. Wet.

844 Q. Who made up Respondent's Exhibit 25?

A. I didn't.

Q. Who did?

A. I believe that comes from the original accident report in Cleveland.

Q. Who makes it up?

A. I believe it was made up by the Safety Department. We don't make it up.

Q. The driver makes it up, doesn't he? That was on the accident.

Mr. BOWEN. Look at it and see who signed it and made it up.

Mr. WATTS. That was your exhibit.

Q. (By Mr. BOWEN.) Mr. Duvall, that is the driver's report, isn't it?

Q. (By Mr. WATTS.) Will you take your counsel's word that it is a driver's report?

A. Yes; this is the accident report.

Q. That the driver makes out that was in the accident?

A. It is an accident report.

Q. That the driver makes out who drove the bus that was in the accident?

A. Yes; I would assume so.

Q. You don't know?

A. I haven't anything to do with drivers; nothing whatsoever.

Q. Respondent's Exhibit 25 says that the condition of weather at the time of the accident was bright, doesn't it?

845 A. Well, that would have to be from the safety records. I don't know.

Q. That is what he says here, isn't it, in your exhibit?
A. I didn't make the exhibit.
Q. Isn't that what he says?
A. It says "bright", yes.
Q. And it says also that this driver is a new man with you, doesn't it? How long had he been working for you? Look up at the top of your exhibit.
A. Six weeks.
Q. And where did he work out of?
A. I couldn't say.
Q. Well, look at it.
Mr. BOWEN. Now, just a minute. If it says that on the report, this is an exhibit and the authorities can read what it says without barking at the witness.
Chairman MADDEN. That is true.
Mr. WATTS. I have a right to cross examine.
Q. Where does he work out of?
A. It says he works out of the office in Pittsburgh.
Q. In other words, he was an extra driver in Pittsburgh?
A. I don't know whether he was an extra driver or not, because I have nothing whatever to do with the drivers.
Q. You don't know that?
A. No.
846 Q. I suppose in your years of experience you have driven an automobile as well as taken them apart and put them together again?
A. I have done both.
Q. I ask you as a driver of an automobile if it is not a fact on a wet, slippery road if you slam your brakes on if you are not liable to skid?
A. Not necessarily. I put my brakes on lots of times and they don't skid.
Q. I didn't say "put your brakes on." I said, "Slam your brakes on." That is what makes them skid?
A. I have slammed my brakes and they didn't skid.
Q. Have you ever heard of a car skidding because the brakes were slammed on quickly on a wet and slippery pavement?
A. I suppose so.
Q. You have heard of that—heard rumors of it?
A. Yes.
Q. In the terminology of your Greyhound System on a service order what do the letters "L. R. I." mean when preceded by the word "Change"—"Change L. R. I."?
A. Left rear inside.
Q. Left rear inside tire?
A. Yes.
Q. It was the left rear back that you testified here in your opinion had something the matter with it, wasn't it?
A. That is right.
847 Mr. WATTS. I call the Board's attention to Respondent's Exhibit 16, which on the bottom carries the words "Change L. R. I," which is scratched out.
Q. That means, doesn't it, Mr. Duvall, that change was not made if it was scratched out?

A. I do not know whether the change was made or not.

Q. Somebody reported there was a bad tire on there and ordered it changed, and they didn't do it, did they?

A. I don't know whether the tire was changed. I couldn't say.

Q. Now, in spite of all this discussion about bus 566, it doesn't appear on the list of road failures at the Pittsburgh garage, does it?

A. An accident isn't considered in the line of a road failure.

Q. Oh, an accident isn't a road failure?

A. It isn't considered in line of a road failure. We have accident reports and we have road failure reports.

Q. That is because the cause of the accident wasn't a mechanical defect? The driver goes out and bumps into somebody?

A. It is possible.

Q. That is true here, isn't it? That is what happened here? It isn't down as a road failure because what happened was the driver skidded the bus around and it wasn't a mechanical defect which caused the accident?

A. Yes; the brakes caused the accident.

Q. In your opinion so you say.

848 A. Yes.

Q. And yet there was no road failure report on it?

A. The coach wasn't substituted with another coach, which is a road failure.

Q. (By Mr. CARMODY.) What happened to the passengers?

A. I believe they were picked up by a second section and taken into Cleveland, if I remember.

Q. So even if they were picked up by another bus and taken on, that isn't a road failure?

A. There is mechanical failures and safety failures and accident failures.

Q. (By Mr. WATTS.) Now, Mr. McKelvey, Mr. Lehman, Mr. Mitchel, and Mr. Moberly are in the mechanical craft, or were when they worked for Greyhound?

A. Moberly is the body man; Lehman is an electrician, and Mitchell and McKelvey are mechanics.

Q. Now, then, before the classification of July 1st of this year you had no classification before that, did you?

A. On July 1st it was made for all garages.

Q. Before that you had no classification?

A. No rate classification.

Q. They were known as mechanics or painters or what have you?

A. Yes; mechanics and painters and so on.

Q. So that if you take the record of the personnel—have you a copy of Exhibit 17, which is Pittsburgh garage's personnel—the

849 classification put in effect on the first of July was the first time that any sub-departmental lines—little compartments—were drawn to divide the craft of mechanics, or to divide the craft of electricians, or divide the other crafts.

A. Yes. We figured mechanics first class was 66 cents to 76 cents, and so on.

Q. This was the first time you had taken the group of mechanics and drawn some lines across for various classifications?

A. Yes; made for thirty-two garages—all the same.

Q. Now, then, the effect of that was to take a man who might have been in the middle of the whole list of mechanics and either put him at the top of a sub-section or at the bottom of another sub-section?

A. No. Whatever rate he was receiving at the time—In other words, if a man was receiving 66 cents an hour in that classification his seniority would be from the date he went to work in that garage.

Q. (By Chairman MADDEN.) His seniority would be what?

A. His seniority is according to his date of employment in that particular garage. In other words, the first class mechanics are from 66 to 76 cents.

Q. (By Mr. WATTS.) Now, then, to illustrate what I am getting at, Mr. S. Heim appears at the top of the class known as Mechanic Second Class. Is that right?

A. Yes.

850 Q. Well, now, I understand you have testified that the fact that Mr. Heim is in that little section is because he happened to be getting the amount of pay that a man would get who would be in that section.

A. We made no changes in the payrolls.

Q. I understand that. That is how they fall into these compartments?

A. Yes; the amount of money they were receiving.

Q. Before you created the compartment, however, Mr. Heim, who went to work in 1929, would have been up there right after Mr. Rihr as a matter of seniority, wouldn't he? He worked for the company as a mechanic.

A. No. As a matter of seniority in his class, he is at the head of his list.

Q. Before the classification Mr. Heim would have been in seniority right after Mr. Rihr, looking at the dates of employment of the mechanics?

A. That wouldn't make any difference. Mr. Heim was the senior man in his class. That wouldn't affect him anyway.

Q. I didn't ask that. I am asking you if it is not true that before the classification of July 1st Mr. Heim would have been after Mr. Rihr in seniority.

A. That is, if you consider them in the classification, yes.

Q. If you consider them as a mechanic?

A. Yes.

851 Q. And after the classification, instead of being halfway down in the mechanic first class, he is way up at the top of the second class?

A. Yes; he is the next man eligible to go into your first classification.

Q. Now, then, the law effective to Mr. Mitchell, Mr. McKelvey—still speaking about mechanics alone—was because you say they were at the bottom of the class?

A. Of the first class mechanics.

Q. They were at the bottom of that list. So that if you hadn't had this division here, there would have been some younger men hired down there. Let us see. Beginning with Mr.—well, offhand

it looks as though Mr. Kimbel would have been the next fellow junior to them. Isn't that right?

A. It looks as though he might be.

Q. So that their being sent away from their work on the statement you have given was because of this change in classification and as it so affected their standing. Now, referring to Board's Exhibit 70, "Regulations for the government of employees in the Maintenance Department", I call your attention to 3–B–1 under "Seniority". That provides that seniority shall be by craft, doesn't it?

A. That is right. That was before the classification. They requested the classification particularly here.

Q. No, please, please. And that was their right according
852 to that agreement?

A. That is right.

Q. Did you hear Mr. Sundstrom say that in his opinion if a man had a seniority before and the classification put him down in the low bracket so he would be dumped, he thought that would be unfair?

A. Well, they can have it. I mean they can all appeal their case. If they were not satisfied in the class they were put in, they were instructed to go to the shop superintendent.

Q. What right did the company have under that Board Exhibit 70, an existing contract, to make any kind of new classification?

A. The employees requested this classification.

Q. Where was the agreement that was arranged between the two—on thirty days notice, as this provides, if the employees desire to amend it.

A. I am not president of the company. That is something you have to take up with Mr. Sundstrom.—What agreements he may have I don't know.

Q. There isn't any?

A. I don't know. I made the classification because I was instructed to make it.

Q. But you don't know of any such agreement?

A. I don't know if there was one or not.

Q. Now, Messrs. Nyland, Sprain, Bremmier and others were the bosses here in Pittsburgh, were they?

853 A. Nyland and Sprain were responsible for the garage.

Q. And I think you testified when you came here on July 15th you laid the law down to these men and said, "You have got to get on your toes and watch this work that is done and not take anybody's word for it."

A. Nyland and Bremmier, yes; and I talked to various other men too.

Q. And yet, in response to questions directed to you by your counsel, you testified as follows: "Q. Well, Mr. Nyland and Mr. Sprain have authority to discharge men if they find they do not do their work properly? A. As far as I am concerned, I have no desire to discharge anybody. Q. No, no; I say they have the authority? A. Yes. They are running the Pittsburgh garage until such time as they aren't able to run it. Q. And at the time you came here and took over this work you thought they weren't able to run it

properly? A. Apparently so." That was your testimony yesterday?

A. That was my thoughts.

Q. Did you fire any one of those men?

A. Nyland or Sprain?

Q. Yes.

A. No.

Q. And they are all supervisory employees of the Pennsylvania Greyhound Lines?

A. That is their class; yes.

854 Q. Now, just as a matter of record, I show you copies of Respondent's Exhibits 18, 20 and 22. I just want to ask you the one question which will cover all three of them. Those statistics presented on those three exhibits are statistics, are they not, of the operation of the Pennsylvania Greyhound Lines, Inc.?

A. No. This covers the operation of all these garages. I mean Detroit and Chicago.

Q. Oh, this goes outside of the operation of respondents?

A. This is the complete operation.

Q. Let us find out how far it does go. What Systems are in these statistics other than these?

A. Eastern Greyhound Lines and Pennsylvania Greyhound Lines.

Q. And they are not broken down on the face of the exhibit so we can tell?

A. No; they are not broken down. In Chicago we have Eastern Greyhound coaches and ten operating out of there for major service, and road failures are all computed the same way.

Q. Now, you receive reports, of course, from Mr. Nyland from time to time?

A. Yes. He calls me quite often. We have telephone service. He calls me quite often.

Q. And he writes to you?

A. Once in a while.

Q. Tells you what is going on, doesn't he?

855 A. Well, I am away so much I don't have as much contact with him as I probably should.

Q. That is why he has to tell you what is going on? You are away, aren't you?

A. I am away quite a lot.

Q. What did Mr. Nyland begin to tell you along about the first of May about the activity of forming a local union here, an independent local union of the Pittsburgh garage?

A. I don't remember particularly. As a matter of fact, I discussed those conditions very little with Nyland or anybody. I don't remember anything particular he did tell me.

Q. Did he tell you anything in the month of May about any information he had received from any source about an independent labor organization starting up in the Pittsburgh garage?

A. Well, I think anybody operating garages—you naturally are going to hear certain information through the grape-vine system. Whether it came from Nyland or who I couldn't say.

Q. You won't say Mr. Nyland himself told you in May that they were starting a union here?

A. I don't remember definitely Mr. Nyland told me.

Q. Did he tell you anything about reports he had been getting from Mr. Hilton or Mr. Drake?

A. I have nothing to do with Mr. Hilton or Mr. Drake.

Q. Did Mr. Nyland tell you?

A. No. The first I heard of them was here the other day.

Q. Did Mr. Nyland tell you about his being at the meeting hall?

856 A. No. I didn't know anything about that.

Q. Did Mr. Bauer tell you?

A. No. I have little to do with Mr. Bauer.

Q. Did anybody tell you about the results of those gentlemen being out there at the meeting hall?

A. No; nobody told me.

Q. When you came storming into Pittsburgh garage in July and walked around the garage and felt the air electric, do you mean to tell me Mr. Nyland, the superintendent, didn't mention then the boys were trying to start a union?

A. After we walked around the garage and Mr. Nyland was trying to tell me what had taken place and the apparent reason for a let-down, he said, "Well, there must be a lot of other things going on around here."

Q. He didn't mention the word "Union"?

A. He said some of the boys might want to organize for themselves; they may be disturbed about that.

Q. He told you they were doing it?

A. I don't remember him telling me there was a union or anything of that.

Q. He wasn't afraid of whispering in your ear the information he got?

A. I don't know whether he knew about it.

Q. He didn't tell you anything more than that the boys didn't feel quite right about things in July?

857 A. I don't think Nyland knew about it.

Q. You saw a policeman around there?

A. I haven't anything to do with the policemen.

Q. I didn't say that. You saw them?

A. I didn't see them because I didn't go in the drivers' room, and that is where they were.

Q. You didn't see any unusual activity around there?

A. What do you mean?

Q. I mean the policeman or any activity of that sort.

A. I didn't see any policeman.

Q. Did you get any information from Mr. Sprain or Mr. Crawford about this union matter?

A. Mr. Sprain, of course, is my immediate assistant. I have discussed certain things with him, but as far as the men being in a Union or any particular reference being made to that, there was nothing told me about any men being in other than the supposition that something like that might be going on.

Q. It is apparently Mr. Sprain who has been talking to you. Did Mr. Sprain tell you the men were starting organizing a union?

A. I couldn't say that definitely.

Q. In June did he tell you they were starting to hold meetings?
A. He never told me that. He said he assumed and heard the men were forming an organization of their own.
Q. A Union?
A. I don't know that he said "A Union."
858 Q. Are you afraid of the word "Union"?
A. Not that I know of.
Q. Do you say that up until you came here on the 30th of July Mr. Sprain never told you anything about the Pittsburgh garage except that the men were not paying much attention?
A. He told me there was a let-down and apparently they had some outside interest.
Q. Did he say anything about checking up this activity?
A. He didn't mention anything particularly about it. He said he thought the men were interested in an outside organization.
Q. Did he tell you about being at the hall?
A. No.
Q. As a matter of fact, when you came there on the 30th of July you did have some information about some activity in an outside organization?
A. I may have heard through this grape vine organization.
Q. Mr. Sprain was the particular sprig you got it from?
A. He wasn't there on the 30th.
Q. Mr. Sprain was the man—not the grape-vine?
A. It would come from all sources.
Q. It came from him too?
A. He naturally mentioned there was a certain amount of unrest and feeling in the Pittsburgh garage.
Q. And you knew on the 30th of July when you came to Pittsburgh that there was union activity going on in the Pittsburgh garage?
859 A. I knew there was a certain amount of unrest. I didn't know it was a Union or what it was.
Q. You thought it might be the Elks or something else?
A. It could have been.
Q. Now, then, from the first of May 1935 until the 15th of August 1935, what reports did you receive from the Railway Audit and Inspection Service concerning organization activities of the Pittsburgh garage?
A. I don't even know who they are.
Q. Were you sitting in this court room yesterday?
A. Yes.
Q. And did you hear Mr. Sundstrom, your president, when he testified?
A. I mean I don't——
Q. Did you hear him?
A. I heard him, yes.
Q. Did you hear him asked the question, "Who does know about these reports and how do they come to you?"
A. I get no reports.
Q. Did you hear him asked that question?
A. I don't remember what the question was particularly with reference to reports.

Q. Did you hear him answer those reports came to him through you?

A. What reports?

860 Q. The reports of the Railway Audit and Inspection Service Company.

A. I do not use Railway Inspection Service. I don't know anything about it.

Q. So your testimony is if Mr. Sundstrom said those reports came to him through you, he wasn't stating the facts?

A. I don't know whether he said that.

Q. If he did, he wasn't telling us the truth?

A. I don't know what he said. As far as I am concerned, I never used them in one of my departments.

Q. Have you ever seen one of their reports?

A. No; I honestly never have seen one of their reports.

Q. Who gets them in your organization?

A. I don't know who gets them. That is not in my department. I don't use that type of labor at all.

Q. You are a general officer of the company, aren't you?

A. I suppose I would be considered so.

Q. (By Mr. Bowen.) You are a general employee?

A. General employee.

Q. (By Mr. Bowen.) All right. You are around. And I want you now to tell the Board who it is that receives the reports from the Railway Audit and Inspection Company.

A. Greyhound Lines, of course, is divided into various departments——

Q. Like all Gaul?

861 A. As far as Greyhound Lines is concerned, everybody runs their own department. I run the maintenance department. I do not use that service in the maintenance department, and I don't know who in Greyhound Lines would use it.

Mr. Bowen. Counsel just made a reference, when the witness said "divided into departments", "like all dogs."

Mr. Watts. "Like all Gaul," I said. This isn't an animal discussion.

Mr. Bowen. I take it the Government has no objection to the operation of this System.

Mr. Watts. What System?

Mr. Bowen. As an industry in this country.

Mr. Watts. I now ask counsel for the respondent lines, in accordance with his offer made openly in this hearing in regard to the production of any company records, to produce the reports of the Railway Audit and Inspection Company submitted to the company or any of its officials between May 1, 1935, and August 15, 1935. May we have those, sir?

Mr. Bowen. Those, of course, are not official records of this company, if there are such records existing, with which I am not familiar. They are records received by the officials of the company and are of confidential nature. I would be glad to ascertain from the officials of this company as to whether or not there are any such reports as that and whether or not they could be produced.

862 Mr. Watts. Will you be able to do that at the noon recess, perhaps?

Mr. BOWEN. I don't know. That request is a little peculiar.

Mr. WATTS. I am simply trying to avail myself of an offer you made the Board.

Chairman MADDEN. You say they are not official records. You mean they are not now on file any place?

Mr. BOWEN. They would not be official records of the company. They are confidential information whereby the company made a check-up on the security of its own property, and undoubtedly if there are some records, they involve personal matters and a public disclosure would not be justified.

Mr. SMITH. Let us find out from Mr. Sundstrom if he has any objection to the Board receiving those documents.

Chairman MADDEN. Do you claim they come within some rule of evidence that makes them undisclosable?

Mr. BOWEN. Yes; I think so.

Chairman MADDEN. What rule?

(Discussion between the Board and Counsel for the respective parties at Side Bar.)

(A short recess was here taken.)

Mr. BOWEN. We will be glad to produce whatever reports were made by that Service or made by that Service and filed with us by anybody else. I might say we will file any reports made by that Service or whatever agent they have got.

863 Mr. WATTS. Let me understand this. These reports of the Railway Audit and Inspection Company are filled in the first instance with another agency. That, I assume from Mr. Sundstrom's testimony, is the Pennsylvania Police.

Chairman MADDEN. Pennsylvania Railroad Police.

Mr. WATTS. Yes; Pennsylvania Railroad Police. Now the gentleman is saying that he will produce such records as the Pennsylvania Police pass on to them from the Railway Audit.

Mr. BOWEN. I will produce any records that we have got in that connection—any records the Pennsylvania Greyhound Lines or any of its subsidiary companies have got. I will have to get them from Cleveland.

Mr. WATTS. Will the gentleman state the officer of the Pennsylvania Greyhound Lines who receives this information, regardless of where the report is?

Mr. BOWEN. Mr. Dow gets them.

Mr. CARMODY. What is Mr. Dow?

Mr. BOWEN. He is the personnel manager of this company.

Mr. CARMODY. The personnel manager receives these reports?

Mr. WATTS. Through the Pennsylvania Railway Police. I have finished the questions I have with this witness, if the Board please.

Redirect examination:

Q. (By Mr. BOWEN.) Mr. Duvall, the counsel on the other side asked you about being an officer of this Employees Association.

864 You are not an officer or representative of the employees, are you?

A. No.

Q. What you were referring to is that you were a member of the joint board, representing the management?

A. The Arbitration Board.

Mr. WATTS. Did he mean Arbitration Board?

Q. You are talking about the joint board?

A. That is the joint board; yes.

Q. As to these men that you did discharge, you were able to fix the responsibility either by your own observation or by inspection that you made of the records?

A. I felt I was right in the decision that I made.

Q. And now the mechanic who tests the brakes on the bus is the one that puts it on this brake testing machine that indicates whether or not the brakes are properly adjusted?

A. That is right. He is supposed to adjust the brakes properly on a coach. That is his work.

Q. And when the tester gets it he merely tests——

A. He tests it out. Of course, the work should be done right in the first place.

Q. Now, is the class of brake lining that you use, or Greyhound uses, the best brake lining that there is?

A. Yes. We use Rexhide and Raybestos Manhattan, which are considered the two best possible types that can be used.

865 Q. (By Mr. CARMODY.) Were they on that bus?

A. The only thing we purchase is Rexhide or Raybestos, so it would have to be one or the other.

Q. (By Mr. BOWEN.) These buses operate day and night, wet weather and dry weather?

A. We are running a bus line, so that is what we have to do.

Q. Snow and ice and everything?

A. That is right.

Q. We run them irrespective of the weather?

A. That is right.

Q. And it is necessary for these buses to be in good mechanical condition regardless of what the condition of the road may be?

A. If we had an accident every time it rained, we wouldn't run a bus line.

Q. And the fact that the road might be wet at the time the brakes were applied and the back wheels skidded of this particular coach that was involved in the accident, would that make any particular difference in the action of the bus when it comes to swerving to the left?

A. Not particularly so, if the brakes were adjusted properly. On a crowned road, or slightly crowned road, if the brakes were adjusted to the right side, the coach would probably go to the right side or slide down; if they were adjusted equally, they would go on the crown of the road or maybe off the side a little; if the brakes
866 are to the left side of the coach, naturally the coach is going to be pulled off to the left.

Q. In the classification of the mechanics and their place on the seniority list and their advance from one class to another, the classification rules by the exhibit here also provides for taking into consideration the qualifications of the man?

A. That is true.

Q. That is, a second-class mechanic would not be advanced to first-class mechanic if he wasn't a competent one?

A. That is right; unless he was considered competent.

Q. (By Mr. SMITH.) Mr. Duvall, generally speaking, I take it from the nature of your reply to your counsel that the first-class mechanics are in that category because they are more efficient than the second-class mechanics.

A. Well, yes and no. When Greyhound Lines started originally we had just the Chicago garage but, of course, labor conditions there were somewhat higher than in 1927, 1928, and 1929. The Pittsburgh garage started almost two years after the Chicago garage—same way with Washington garage—and many men you might have hired in 1931 and 1932 they wouldn't be receiving the same high rate even though they were first-class mechanics because they were hired during those depression times. Do you get my point?

Q. Yes; I think I understand your answer. My question was prompted by this consideration that if as a matter of discipline
867 and as a matter of protecting safety of the passengers and so forth and increasing efficiency you come to the point where you think you have got to lay off some of your people and transfer the work to another garage, it struck me as strange that none of these people laid off in the mechanics class were from the second-class mechanics but only the first-class mechanics.

A. Well, I suppose Greyhound are like all concerns starting in the early days and having a lot of high priced men on, they probably would be the first class because we try to balance our payroll—have so many helpers for so many second class mechanics and so many first class mechanics. We try to balance our payroll and keep them in proper relationship if we can.

Q. Well, generally speaking, then you wouldn't say your first class mechanics in Pittsburgh were any more efficient than the second class mechanics?

A. In the early day of bus industry you didn't have unit rooms, and you didn't have units that go out and stand up one hundred thousand miles and so forth. You had to have men that did finer work on the coach. The work was performed more on the coach. Here you have unit rooms where you assemble the differentials, you assemble the transmissions, you assemble the motor; and some of the help you use today are good assembly men, not what we consider in the light of first class mechanics. They have to put springs in and transmissions, and they can do that. Whereas, in the early
868 days the man had to haul those out and stick them back in the bus. That is the difference in the industry today.

Q. These men in Pittsburgh were divided into two classes on the basis of the rate of pay they were receiving?

A. Yes. There was no change. In other words, when we made up the classification we used the rate of pay for the first class mechanics, which is from 66 to 76 cents an hour. Any man who fell in that classification was considered a first class mechanic, according to his rate of pay, and his seniority roster would be laid out according to the date that he went on the payroll in that garage. There would be no change in it.

Q. Well, take a recent period of time. If you were hiring a man as first class mechanic, or if you were hiring a man prior to the classification—say during the year 1933 when wages were pretty low—you wouldn't hire him at a rate which called for a first class mechanic

and which was later listed as a first class mechanic rate unless you thought he was an efficient man, would you?

A. We don't hire any first class mechanics any more. In fact, we take our washers and greasers—we try to take men who might work into mechanical helpers. Those mechanical helpers, of course they receive a higher rate of pay than in the classification of washers and greasers, and as an opening would develop into second class mechanics, they move up into that bracket. If some of the second class
869 mechanics would quit and you had good helpers, you move them up to the lowest bracket—to second class mechanics. In other words, we are not hiring people from the outside for any of the mechanical classifications. They work up in the organization. If we have anybody who is a greaser and would make a good helper, they have the first chance. The same way if we take a second class mechanic or first class mechanic off, they have a good chance to work up that way.

Q. Would this be true: if you hired a number of men as mechanics in 1933, and as a result of the classification of July 1st of this year one finds in the list of first class mechanics two men hired in 1933, and in the list of second class mechanics five men hired in 1933, the presumption is, is it not, that the two men hired in 1933 and now classified as first class mechanics are more efficient employees than the five men hired in 1933 and classified as second class mechanics?

A. Not necessarily. Oftentimes you consider the place that you may take a man from. In other words, if you can get a man from a good bus company who has had bus mechanical experience, he is considered as an employee—we would consider him more valuable than a man we might take out of a touring car garage and we had no knowledge of and we might have to experiment and develop. In fact, I would say our turn-over in the Greyhound garage in the last two years has been less than one percent. There is no change
870 other than the firing of employees we put on as washers and greasers in the summer time.

Q. Isn't it this: if you divide your men as to the first class mechanics and second class mechanics, you would make that judgment not only on the length of time they served for the company, but what their previous experience had been in some other garage? It would be a judgment as to the whole experience and ability of the man as far as you know?

A. We try to. That is hard to determine. I get around the garage maybe once a month or twice a month at most, and it is hard for me to analyze those things. We are trying to get our classification as uniform as possible and get the men in the right classification. Sometimes we find men in the second class bracket we thought should be in the first class bracket, and we try to even that up.

Q. Were you responsible on July 1st for the transfer of men in the Pittsburgh garage from second class mechanics to first class mechanics?

A. There was no change made. They dropped according to their rate of pay as of the date the classification went in, and that was the reason the notice was posted as to the classification, so if anyone was not suited with his rate of pay, he should come in.

Q. (By Chairman MADDEN.) That notice didn't say that. It said, "If you have any doubt as to your classification, the inside man
871 would tell you what it is." It didn't say he would reconsider what it was with you. It simply said he would tell you where you stood.

A. I meant supposing a man had been put in the Pittsburgh garage a year before it showed in his classification as being put in there, it was his privilege to come in to see he was in his right classification. As far as we were concerned, they automatically dropped into those brackets. We had nothing whatever to do with putting them in there.

Q. That is what your notice said.

A. I know very well if I were shown improperly on a roster, I would walk in and have it corrected. In fact, I know of instances where rosters have been corrected.

Q. The notice certainly isn't an invitation to do that.

Q. (By Mr. SMITH.) Is it not so that if you and Mr. Nyland and others concerned with the wage increases for the mechanics, if you were doing the right kind of a job in that respect and exercising the proper judgment, you would expect to find the mechanics who were receiving the greatest amount of money would be the more efficient mechanics?

A. Not necessarily. I know men in the lower brackets who are probably just as efficient as men who might be in the higher brackets only they were hired at the depression times, and as a result their rates were probably not as much; and adjustments have been made in that line also and fellows moved up.

Q. I have reference to the two men classed as first class
872 mechanics hired in 1933, and five men classed as second class mechanics, hired in 1933. Now, I don't know what rates of pay these five second class mechanics came in under. I do know there has been testimony, as far as I can recall it, that these first class mechanics, Mitchell and McKelvey, have received pay increases since they came in.

A. Yes; they have received a number of increases.

Q. Doesn't that of itself indicate if they had arrived at the point where their rate of pay would ordinarily classify them as first class mechanics, they would be efficient men?

A. Not necessarily. Do you know of any business where you would have all first class men in it? Do you know of any business where you wouldn't have first class and second class? I believe we have a right to have as many first class mechanics as we want and second class mechanics as we want and helpers. We try to balance our payrolls. I don't know of any industry where you don't try to balance your payrolls, and try to have various grades of employment to take care of your work.

Q. Then part of the reason for the change in service of these men, Mitchell and McKelvey, was to try to balance the payroll?

A. We had to take men out of here, and it might also be we wouldn't want to go to work and reduce our hourly basis of pay. We can't have all high priced men in our garages. That cost would be prohibitive.

Q. You think it is consistent with the aim of efficient operation you were striving for at the time the changes in personnel were made to take from the first class mechanics two men and let them go, while at the same time you are retaining five second class mechanics who were hired at approximately the same period—certainly in the same year?

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A. The work you probably might do on those coaches might involve change of springs or things of that sort that might involve second class labor. As far as we were concerned, when we took this work out we tried to figure how much work would be needed on servicing the coaches, and that was thrown into Chicago, and the work would be only service work.

Q. (By Chairman MADDEN.) Can't you see how the Board would be disturbed about the fact that you come here, not to save money, but to stop road failures, and so you discharged two first class mechanics, passing over and keeping on your payroll five second class mechanics who have the same length of time serving, and thereby saving perhaps a few cents an hour on two men but perhaps sacrificing the very thing which you claim you were trying to accomplish, namely, to improve this work in this garage?

A. As far as we are concerned, we have first class mechanics in Chicago; that is true. But we don't have the amount of road failures there as we have out here. As far as our work is concerned, our work has improved out here and we are getting the work out in satisfactory manner.

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Q. That may prove, of course, that all of your second class mechanics are better than your first class mechanics, but you certainly didn't start out with that presumption back on July 30th.

A. I wouldn't want to say. As far as we are concerned, if we consider the second class men have done our work properly, there is no reason why we should have to keep men who would be higher class men.

Q. Of course you didn't have to keep them, and you didn't have to discharge them. You had your choice, but what you did was to discharge two first class mechanics having the same length of service as five second class mechanics.

A. I admit there are men in the second class who probably could do just as good work with all the busses.

Q. And all this classification means nothing?

A. I wouldn't say that, that it doesn't mean anything.

Q. I don't know what you would say. From the way you acted it didn't mean anything.

Q. (By Mr. SMITH.) I would like to ask one more question. In regard to these seventeen road failures, so many of them that were due from mechanical defects. It would not be possible without examination to determine at which garage that particular bus involved in the road failure had its last major servicing?

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A. All the coaches of those seventeen road failures applied to the home shop. In other words, nobody else is supposed to do any major work on it than this Pittsburgh garage. They have been here for several years.

Q. These were allocated here?

A. That is right. It is their home here. Nobody else does any major work on it but the Pittsburgh personnel. The inspection is supposed to be kept up here. This personnel is entirely responsible for those seventeen road failures.

Q. Going in and out of Pittsburgh you have coaches for allocation in some instances at garages other than Pittsburgh?

A. Yes; we have a few of these busses that are allocated to Cleveland, and I believe we have several also allocated to Washington running out of here, and we have had some coaches in Chicago as well,—coaches on the Chicago division that have been allocated to Pittsburgh.

Q. You are now testifying that in the case of these busses involved in the seventeen or sixteen road failures that their allocation was to Pittsburgh?

A. Certainly; to Pittsburgh, this Pittsburgh garage, every one involved.

Q. How long had they been allocated here?

A. Many of them since they were purchased. I don't know offhand if these coaches may have not been here at least two years. As I stated, there have been forty-four coaches put on here in the last two years; thirty-two this year and twelve last year.

876 Q. (By Chairman MADDEN.) When repairs are completed such as the ones relating to these brakes, then the man makes the repair, adjusts the brakes, puts the coach on the brake machine, does he?

A. We have a brake machine here. Not in all garages, but we have one here.

Q. He does that work himself—puts the coach on that brake machine and tests it?

A. The brake man usually runs the bus on there and tests the brakes.

Q. You say he usually does?

A. In most instances he does.

Q. Is there another test conducted by the man designated as a tester—a test of the all-around runability of the coach?

A. As he usually does, the tester assumes the work has been done properly. He assumes the mechanic who works on it has performed his work in the proper manner.

Q. What is his job as tester?

A. Some I think take the coach out and sit in the shade from the amount of work they do and the amount of road failures they stop.

Q. You think there was something seriously wrong with this testing process?

A. I think in the first place the work was improperly done; the mechanic was responsible; and if it was tested as was stated,

877 I also think the testers undoubtedly let the coach go through as well. Whether he tested it I don't know.

Q. And that tester who did test that coach was who?

A. I don't know who he was. I have been told he was Schrader.

Q. And so you fired Law?

A. I fired Law because he did the work improperly.

Q. What work?

A. The work of adjusting the brakes improperly.

Q. And so you fired Rihr because Schrader had failed to test it properly?

A. No. Rihr was the tester during the month on the road failures—the fifteen or sixteen of them.

Q. A great many of those failures, of course——

A. Rihr wasn't testing brakes at the time this accident happened.

Q. A great many of those road failures were the sort that would not be fair to charge up to the tester—broken piston, broken connecting rod—but here you have a failure which any decent test would have disclosed, and you had that right in your mind at the time you discharged these men, and yet you did not discharge nor reprimand the very man who had committed that failure.

A. Well, don't you think a tester should be able to also test work as well as the mechanic and vice versa; they both should work hand in hand. I don't know whether the man tested the bus or not. I don't know whether he properly tested it.

878 Q. Who are you talking about?

A. Schrader.

Q. Not knowing whether he did or not, but he having signed a card indicating that he had tested it, and the bus having gone out on the road and gone wrong, you did nothing about it?

A. I did not fire him, no.

Q. Did you reprimand him?

A. I did not reprimand him.

Q. You did nothing?

A. No; I didn't reprimand him.

Q. That looks accidental too, like this classification.

A. Do you believe a man should adjust brakes and let them go out on the road and possibly kill people?

Q. I think the man who adjusted those brakes was in fault. I think the man who tested the brakes was in fault; and I think it is very strange that because that man who tested that coach was in fault you should have then and there discharged another tester.

A. It seems to me we got rid of too many men here already. I figured, as far as I was concerned, I took enough men out of here and the place started showing improvement. If more improvement had not been shown, we would have taken more buses out of here—maybe give them to the Philadelphia garage or some other garage—but improvement has been shown, and it is getting better every day.

879 Q. (By Mr. SMITH.) You don't think the fact Schrader was hired in 1933 and Rihr hired in 1929, apparently now at this time both of them acting as testers, in and of itself would suggest anything as to the relative efficiency of those men?

A. I believe one of them works nights and one works day. No; I wouldn't say that particularly. I have no favorites in any garage myself.

Q. Well, why did you pick on Rihr rather than Schrader?

A. Because he had been responsible for the seventeen road failures that had happened, or rather the amount that happened up to the day he was taken off the testing job that month.

Q. Wasn't Schrader testing that month?

A. I don't believe. I don't believe he was involved in these particular coaches.

Q. You don't know?
A. Yes; I know.
Q. How?
A. By checking records.
Q. You let the man go before you knew whether Schrader was testing or not.
A. I knew Schrader was testing.
Q. Did you know that at the time this brake on the bus that broke down in Warren was tested? Did your records indicate Schrader was the tester?
A. The only man I was interested in was the man who ad-
880 justed those brakes. He checked the job off and knew the brakes did not function properly.
Q. What is the tester's function in regard to testing brakes?
A. In many instances the tester will put them on the floor and see whether they are set evenly, whether or not it will pull the coach; and possibly if the gas system doesn't work properly or possibly some ignition.
Q. You say in respect to brake adjustments he puts the car on the floor and tests it out to see whether the brakes are working properly?
A. In other words, the man who does the brake testing usually tests them, and he should run the bus on the floor or on the tester and see if they are running properly. The tester should take the bus and test it and see if it is running properly and if the work was done properly, and he is supposed to O. K. the card.
Q. Do you know whether Schrader did that?
A. I do not know definitely that Schrader did.
Q. (By Chairman MADDEN.) Do you know Rihr did not do it, that he wasn't supposed to do it, that he didn't sign the card indicating he had done it, that he had nothing to do with it?
A. Rihr did not work on this coach. He was taken off the testing on the 25th or 26th of the month on account of the number of road failures that happened previous to that time.
Q. And Schrader did work on this coach?
881 A. As far as I know, Schrader worked on the coach.
Q. From the condition of the brakes as you discovered it to be in Cleveland, do you think anyone could have given that an adequate test even on the floor without discovering that condition?
A. It is a question in my mind whether the brakes were properly adjusted. It is a question in my mind whether the brakes were tested on the floor. From what I have seen on some of these reports and wheels falling off, it is a question in my mind whether a lot of the work has not been checked off here and not performed.
Q. I would like to get an answer to my last question. Could a tester having given the coach any sort of a decent test, even by just a run on the floor, have failed to discover these brakes were bad?
A. If he ran the bus forward and back and ran it forward and gave it a good severe test, he should have been able to feel that possibly that bus pulled.
Q. Don't you think his fault would be at least as great as that of the workman?
A. Well, I don't know whether I would say that or not. I would say if I were performing the job and the job fell down, I would

consider myself just as neglectful as the man who checked it over afterward.

Q. And you would consider the man who checked it over
882 after you and did it badly, and didn't discover it, you would consider him just as neglectful?

A. I would consider him neglectful. I don't know whether I would consider him just as neglectful, because, if I did the work——

Q. If you were doing the work, and considering your responsibility for safety of the passengers and responsibility for not getting the company into a jam, wouldn't you look at the second man as being equally responsible; and from the standpoint of the superior officer wouldn't you say the last man who looked at the thing before it goes out on the road is the one who at all costs should be certain it was right?

A. They were both involved; they both should be certain.

Q. So as a superior officer you fire one and don't even reprimand the other?

A. I didn't reprimand him; no.

Q. And you say you play no favorites in that garage?

A. I don't play any favorites.

Q. (By Mr. BOWEN.) Mr. Duvall, have we had instances in the Greyhound of sabotage or damage being inflicted upon our operating equipment which has gone out on the road that might have resulted in accidents?

A. Yes; we have.

Q. (By Mr. CARMODY.) Is that charged to these men?

A. No, sir.

883 Q. (By Mr. BOWEN.) The instance I refer to did not occur upon the lines of these companies?

A. No, sir.

Q. But upon other Greyhound lines?

A. Yes, sir.

Q. But that is a matter you have to watch?

A. You have to be constantly watching things of that sort.

Q. (By Chairman MADDEN.) Who would be the person who could most adequately watch for that? Wouldn't it be the tester?

A. What do you mean?

Q. Watch for sabotage.

A. Tester, men who work on the job, foremen, everybody in the garage should be watching for things of that sort.

Q. (By Mr. CARMODY.) I don't want to belabor this classification discussion involved, but how much experience have you had in the seniority rights of men? Have you ever worked any place where men had seniority rights?

A. No. Most of my experience has been with bus lines; in fact, all of my experience has been with bus lines and truck lines.

Q. You never had any recognized seniority rights?

A. I never worked for any railroad or anything of that sort.

Q. Is it not common practice where seniority rights are established and known to the men that men go down by seniority as well as go up?

A. I don't know as I understand your question.

884 Q. Well, this is what I mean. Let us talk railroad parlance. It is common practice for men in the upper ranks or branches to bump the men below them who are junior in seniority?

A. That has been done. I believe under the classification they are entitled—In Philadelphia recently we have had to reduce the crew there by nine men, and when we started reducing them the two motor men, or rather one motor man who was receiving a rather high rate of pay in that classification—he was a junior member of the motor men and he asked to be put in the mechanics classification, which we did, and we bumped somebody at the bottom of the list.

Q. So bumping in fact is done on the Greyhound System?

A. Yes.

Q. I would believe it to be so practiced. I would believe it to be practiced here if, as you say, you were taking work away and did not need so many mechanics.

A. Yes; they would be entitled, if they wanted to come in and ask for reclassification or reconsideration, they would have been entitled to it.

Q. If we take the total testimony here from all witnesses on both sides, there are evidences there were confused motives in this. You came to Pittsburgh to fire the people that were responsible for the Warren accident that you at that moment thought killed two people, and didn't even reprimand the man who tested the brakes that
885 went out. It is quite evident there are confused motives. One other thing: as this seniority works both ways—that is, men go up by seniority when opportunity is afforded; they go down when there is a contraction of the work. It has been my impression dealing with these Employee Plans—representation plans—going back twenty years of personal experience, that they too were intended to work both ways. Just as these men who were discharged are thought to have had a right to appeal their case, I have the opinion that when you, in response to a request from the employees to work out a classification, would at least submit it to them before you posted it as the final determination of the company. Now, was this in effect discussed with the employee representatives?

A. It was my understanding that as far as the classification—I don't know how that was handled. It was made up by myself at the instructions of our president.

Q. So that the employees affected by it had no part in accepting it through their representatives or otherwise?

A. I don't know how that matter was handled by Mr. Sundstrom, considering we did not reduce any of the employees; in fact, we increased some of them.

Q. I don't mean increase or decrease. It was without consent?

A. That is something Mr. Sundstrom would have to speak for.

Q. You are still a member of this Joint Reviewing Committee? Now, what are your duties as a member of that Committee?

A. Well, any subject that might come up or be brought up
886 through the Regional Managers—that is, the five employees' representatives and the five company representatives—it would be voted on. As far as I am concerned, I am only particularly interested in the maintenance items; and in the three years it has been in effect there has never been any single matter brought up to the Reviewing Committee that pertained with the maintenance matters.

Q. So you have had very little to do on that Joint Committee?

A. That is right.

Q. What was the most recent meeting of that Committee?

A. The most recent meeting of that Committee was here in Pittsburgh, I believe.

Q. When?

A. About a week or ten days ago.

Q. What matters were taken up there?

A. There were no matters brought up to the Joint Reviewing Committee—that is, as far as to be voted on. There were some items brought up by Mr. Best, one of the committeemen.

Q. The employee committeeman?

A. Yes, the employee committeeman; in reference to putting some fog lights and things of that sort on that Mr. Sundstrom and I discussed that had been presented from Minneapolis, but it was no joint submission—that is, submitted jointly from all of the employees. It was just from this one employee.

Q. Who are the employer members of that Joint Reviewing Committee?

887 A. Mr. Dow, myself, Mr. Davidson, I believe.

Q. And his position?

A. Mr. Davidson, I believe, is comptroller of the Greyhound. I also believe Mr. Ristoll is on there.

Q. And what is his position?

A. He is traffic manager.

Q. That is four.

A. Four.

Q. Who are the other members?

A. There is another member. I just can't think.

Q. (By Mr. Bowen.) Mr. Cummings and Mr. Crawford?

A. Oh, yes; Mr. Cummings and Mr. Crawford.

Q. (By Mr. Carmody.) There are six men on that Committee?

A. Yes.

Q. And six employees?

A. Yes.

Q. At this joint meeting here in Pittsburgh recently were these six men present?

A. That is right.

Q. And six employees present?

A. That is right.

Q. Who called the meeting?

A. I believe under this Plan here one year one employee acts as the chairman and the following year a member of the management acts as chairman.

888 Q. Who is chairman now?

A. Mr. Dow is chairman now.

Q. Did he call the meeting?

A. Yes; Mr. Dow called the meeting.

Q. Do you remember what it was called for?

A. There was no matters to discuss.

Q. They just called a meeting?

A. The meeting was called—that is, a regular meeting held four times a year.

Q. This was a regular quarterly meeting?

A. Yes. They usually hold them in Cleveland, and there were no matters to discuss.

Q. Here was a quarterly meeting, usually held in Cleveland, but inasmuch as there were no matters to discuss the meeting was held in Pittsburgh.

A. No. I understand Mr. Sundstrom had some matters to discuss himself here at that time, so he requested the meeting be held here rather than in Cleveland. We usually hold the Eastern Greyhound and Central Greyhound all at the same time, or about the same time, in Cleveland.

Q. But this was held here because there was nothing to discuss except whether or not there should be a fog light?

A. There were several items on to discuss of mechanical nature that Mr. Best brought up. They were not submitted as joint submission to be voted on at the meeting. They were merely
889 submitted by him to Mr. Sundstrom and they were discussed with these employees there. Just Mr. Sundstrom and I discussed it with the representatives of the employees, and decisions were made on the fog lights and things that were going to be installed.

Q. Did the men participate in those decisions?

A. Yes.

Q. They voted on whether there would be fog lights or not?

A. As a matter of fact, there really wasn't any voting. Practically every one Mr. Sundstrom agreed to, and there was something about wearing long trousers, and so forth, that he was going to reconsider because he wouldn't have to give a decision before warm weather set in.

Q. I got the impression from Mr. Sundstrom's testimony yesterday that those were the very matters that were not discussed by the Joint Reviewing Committee; they were the very matters that the men called you over after the Joint meeting to discuss with him.

A. They did.

Q. Now, the Joint Reviewing Committee normally does not discuss those matters? It isn't set up for that purpose?

A. Any matter that couldn't be adjusted—that is, by Mr. Sundstrom, with the employees himself—then that would be submitted as a joint submission to the Employees Committee—that is, six members of the employees and six members of the manage-
890 ment—and that would be voted on at the entire meeting where the employees and the management voted on them. There were no subjects to be voted on. On the submission Mr. Sundstrom talked to them about, that was after the regular meeting had been held over at the hotel.

Q. What was the purpose of this meeting? I didn't know there was one. It is just now beginning to dawn on me here is something that hasn't been developed. What was the purpose of this meeting?

A. As I say, we have a Joint Committee meeting—Pennsylvania Greyhound and Eastern Greyhound Lines.

Q. How long have they been meeting?

A. For three years; since the Plan was put in in 1933.

Q. Previous to this meeting had this committee met in Pittsburgh?

A. I don't know of them ever meeting in Pittsburgh. They always have met in Cleveland. Mr. Sundstrom was here in connection

with some other matters. The next meeting will be in Cleveland again.

Q. You are sure of that. Now, what I am trying to get at is, what was the agenda for this meeting?

A. It was a regular meeting.

Q. There was no agenda?

A. What do you mean?

Q. They call a meeting whether there is anything to discuss or not. Is it true if the men have any requests to make, they
891 give five days' notice in writing?

A. That is right.

Q. Did they give such notice?

A. As I understand the notice I got, there was no subject to be discussed at the meeting which would be held on a certain date.

Q. As far as you know, you made no written request of these six employee representatives that they come prepared to discuss certain subjects?

A. I have nothing to do with it; that is Mr. Sundstrom and Mr. Dow. All I did was to appear at the meeting and there were no subjects to discuss, and, of course, the meeting was adjourned.

Q. What was discussed?

A. The things that were discussed was like I say, installing of fog lights. That was discussed with the six employees and Mr. Sundstrom and myself after the regular meeting. In fact, they came then to Mr. Crawford's office. The regular meeting was held in the Fort Pitt Hotel.

Q. There was nothing to talk about and no business to transact at the regular meeting?

A. That is right.

Q. Where was that meeting?

A. At the Fort Pitt Hotel.

Q. How long did it last?

A. About ten or fifteen minutes.

Q. And at that meeting there were present the six repre-
892 sentatives of the management on this Committee?

A. That is right.

Q. And the six employee representatives?

A. Yes.

Q. Twelve men at that meeting?

A. That is right.

Q. It lasted twelve or fifteen minutes and then adjourned?

A. That is right.

Q. Then what happened?

A. I left and went over to Mr. Crawford's office with Mr. Sundstrom and the other management committee men, and I understand the employees—they just recently came in office again, and I understand they elected a chairman.

Q. Did they elect a chairman there?

A. I understand that is what they did.

Q. Did they elect a chairman in Mr. Crawford's office?

A. No; that was at the hotel before they came over.

Q. That was done at the joint meeting?

A. Yes; and they then came over to Mr. Crawford's office, and everyone else left except Mr. Sundstrom and I, and the employees

took this list of things—there were seven or eight. If I had that sheet, I would be able to tell you definitely what they were.

Q. How long were you in session then?

A. I would say Mr. Sundstrom——

893 Q. Mr. Crawford?

A. No. Mr. Crawfard wasn't there; just Mr. Sundstrom and myself. We were with them at least an hour and a half or two hours. Mr. Sundstrom took each item and went through it—about the fog lights, and he wanted to be sure they were putting on all the equipment.

Q. He wanted the employee representatives to be sure they were putting on all the equipment?

A. Mr. Sundstrom agreed the coaches would be equipped with fog lights, and they asked for two fog lights, and he agreed that next year the coaches coming out would be equipped with two fog lights. And they asked for larger stop signals in back of the coach, and he explained that everything we have purchased in the last year had them—around Minneapolis they have them, but I imagine these men hadn't seen them—and he agreed they would be equipped with them, and he asked me to get the costs and price so he could advise them in thirty days what would be done on the subject.

Q. Fog lights and stop lights?

A. Yes; long trousers. One of the Greyhound companies wears long trousers instead of puttees in the summer time on account of the heat, and the drivers feit they would be more comfortable, and he agreed to look into it. He wasn't desirous of doing it because a driver doesn't look as neat with the baggy trousers on and he was hesitant about changing the uniform.

894 Q. And that would involve the matter of settling the service uniform?

A. That is right; and he said he would check into it in Chicago and give them a letter on that. If I could think of the other ones discussed, I would be glad to but I simply don't recall what they are.

Q. Do you remember whether you discussed at that meeting the question of efficiency in this Pittsburgh garage?

A. It was not brought up there.

Q. Did you have any discussion with these committees about anything?

A. It wasn't brought up.

Q. You weren't discussing long trousers because that is outside your department.

A. I sat in the meeting with Mr. Sundstrom. That was one item, and these maintenance items came in and these other items.

Q. There was no discussion about efficiency?

A. What do you mean "efficiency"?

Q. Well, I mean efficiency—the measure of service gotten out of the garages.

A. There was no discussion that I know about it.

Q. Let us put it this way: was there any discussion whatsoever of what has happened in the Pittsburgh garage in the past two

months in regard to personnel or road failures going down now, being better than they were before. No mention of that?

895 A. There was no discussion whatsoever on this affair at Pittsburgh at all—none whatever.

Q. Now, that seems strange to me, that six men representing the employees of the whole System should be brought into Pittsburgh at a special meeting, because it was a regular meeting specially assigned to Pittsburgh rather, to discuss the question of whether they should put fog lights and two stop lights, and whether drivers should wear long trousers or should not.

A. All the men on that Committee are drivers with the exception of one young lady that represents the clerical.

Q. There were no maintenance men there?

A. No maintenance men there.

Q. At the present time the maintenance men are not represented on this Committee?

A. Out of each division—say the Philadelphia region—there is a clerical man, a maintenance man, and drivers' representative.

Q. But on the regular committee that meets with you and Mr. Dow and Mr. Davidson and Mr. Crawford and Mr. Sundstrom there is no representative of the maintenance department?

A. Unfortunately, this year there is not. Last year there was men on and the first year there was. We have nothing to do with that. They vote themselves as to who they are going to put on there.

Q. So in this discussion that you had, whatever it was about, there was no representative of the maintenance men?

896 A. That is something we haven't anything to do with. The three representatives at each location——

Q. They choose whoever they please?

A. They elect whoever they want to come.

Q. You grant them that right?

A. I have nothing to do with it.

Q. I mean you wouldn't deny them? You have nothing to do with it?

A. I have nothing to do with sending them to Cleveland.

Q. You are a member of the Joint Committee and a responsible executive supervising the work of all these maintenance men, not only on the Greyhound in Pennsylvania but on the Greyhound in other——

A. How do you assume I should enter in—in electing these men and things of that sort?

Q. No; you have no right to do it as a matter of fact.

A. I don't want to enter into that. They elect three men at first. They have a right to elect a driver or a mechanical man, which they did last year. They had a mechanical man for two years on their board, and they had a man from Washington on their board, and that is what they do. They send whoever they want on this board.

Q. Do you say that represents a weakness in the Plan?

A. It would seem logical that at least one member on the Board should be from the maintenance force.

897 Mr. Bowen. If I may interrupt, I think this witness is mistaken as to there not being a member on the board from the maintenance department.

Q. (By Mr. BOWEN.) Do you know Mr. Gaughn is on that?

A. That is right.

Mr. BOWEN. He is from Pittsburgh and is chairman.

Mr. CARMODY. I am taking his statement. They are perfectly right under the Plan to choose their own members on this committee, but I am pointing out here is the head of the maintenance department; they discuss these maintenance problems and other problems, and according to his statement there was nobody on that committee——

The WITNESS. It slipped my mind because this was the first time this new board met this year.

Q. (By Mr. CARMODY.) These representatives were elected when?

A. In August, and this was the first time the board met.

Q. (By Mr. SMITH.) I want to make sure I get this straight. There is a representative on the Joint Reviewing Committee who is a maintenance man here in Pittsburgh?

A. Yes; Joe Gaughn.

Q. (By Mr. CARMODY.) There happens to be a man. There is no provision for that?

A. That is right; there is no provision for a definite allocation for having men on there.

Q. The meeting in Pittsburgh was called because Mr.
898 Sundstrom happened to be here. There was no relation to the disturbance that has gone on for several months here?

A. No. They have a regular time for the meeting in Cleveland. I was originally instructed the meeting was to be held in Cleveland, and then the meeting was changed to Pittsburgh because Mr. Sundstrom had to be here on business reasons.

Q. I see nothing in the By-Laws that prevents the meeting being held here or any place else that they wish.

A. That is right.

Q. (By Mr. BOWEN.) Just one question, Mr. Duvall. The reason for that meeting being held here: It was a week ago and it had been set for Cleveland; it was necessary for these managers of this concern to come here to Pittsburgh to meet me in order to get ready to present this case?

A. That is right.

Q. And did you understand that was what was meant by the testimony of Mr. Sundstrom as to why it was moved over here?

A. That is right.

Q. That was the reason it was moved over here?

A. That is right.

Q. (By Mr. CARMODY.) Was that discussed at all in the presence of these employee representatives?

A. I didn't hear any discussion on it.

Q. They did not know why the meeting was called here?

A. I don't know.

899 (Discussion off the record.)

Q. (By Mr. SMITH.) Mr. Duvall, on the stand yesterday and also today you testified in telling which men would be let go—working down with Mr. Nyland, and so forth—that there wasn't a specific attempt to let the man go because he had been linked with one of these seventeen road failures. That wasn't the basis of let-

ting him go—that he was chargeable with some particular part of the road failures?

A. That is right. I assume you have a certain percentage in this Pittsburgh garage that are all responsible for everything that happens on every coach. There are testers, there are washers, greasers, motor men, differential men, and things of that sort. It is hard to check back and definitely outline the work one man might have performed on one engine. There might be a couple of mechanics and a couple of helpers. It would be hard to determine just which man unless he was the only man who worked on it.

Q. I think you have made that clear. I want to ask you specifically why did you determine to let Mr. Rihr rather than Mr. Schrader go?

A. I really assumed from looking over the work that Rihr was probably more responsible for the road failures, because after all during the day time he is the day tester where the other man is night, and I assumed he tested more coaches around the garage; and after all we do our big work during the day rather
900 than at night.

Q. You don't know whether these particular coaches involved in these seventeen road failures were tested at day or night?

A. I know it was split up between day and night; yes.

(Witness excused.)

JOHN LYDON was sworn and testified as follows:

Direct examination:

Q. (By Mr. BOWEN.) Your name is John Lydon?

A. Yes.

Q. You are employed at the Pittsburgh garage of the Greyhound Lines?

A. Yes.

Q. In what capacity?

A. Shop clerk.

(Respondent's Exhibits 26 and 27, Witness Lydon, marked for identification.)

Q. Showing you Respondent's Exhibits 26 and 27, where did you get those, Mr. Lydon?

A. Off of the Bulletin Board in the garage.

Q. In the Greyhound garage in the City of Pittsburgh?

A. Yes.

Q. When did you get them off of there?

A. Yesterday afternoon about three o'clock P. M.

Mr. BOWEN. We offer in evidence Respondent's Exhibits 26 and 27.

901 Mr. WATTS. No objection.

(Respondent's Exhibits 26 and 27 for identification, Witness Lydon, received in evidence.)

Q. In Respondent's Exhibits 26 and 27 which you obtained from the Bulletin Board, where is that Bulletin Board situated in the garage? Where is it located?

A. It is located close to the office on the stock room wall.

Q. Is it located so that it is available to all of the employees in that garage?

A. Yes.

Q. Is the purpose of it for giving information to the employees?
A. Yes, sir.
Q. And how long to your knowledge had Exhibits 26 and 27 been posted on the Bulletin Board at the Greyhound garage in Pittsburgh?
A. They was posted the day we got them. I should judge that was about approximately a month after the N. R. A. went into effect.
Q. That was back in 1933 some time?
A. Yes.
Q. Have they been on that Bulletin Board ever since?
A. To my knowledge they have never been removed.
Mr. BOWEN: We offer in evidence Respondent's Exhibits 26 and 27, which are the so-called Labor Provisions in connection with the Code, and Exhibit 27 apparently is a typewritten or mimeographed copy of the Provisions of the Motor Bus Code relating
902 to labor.
(No Cross Examination.)
(Witness excused.)
MARCUS DOW was sworn and testified as follows:

Direct examination:

Q. (By Mr. BOWEN.) Mr. Dow, do you reside in the City of Cleveland?
A. I do.
Q. And you are employed in what capacity by the Pennsylvania Greyhound System?
A. Manager of Safety and Personnel.
Q. And prior to coming with the Greyhound System will you just give a short resume of your experience in safety work?
A. From 1913 to 1923 I was in charge of the safety organization of the New York Central Lines. From then on for the next three years I was Executive Secretary of the Bureau of Public Safety of the New York City Police Department; and then for a couple of years I handled the safety work for an insurance organization in New York in charge of the safety work on such large fleets as the Ward Baking Company and a number of others. In 1929 I came with the Greyhound.
Q. And you have been with them ever since?
A. Yes, sir.
Q. Will you just go ahead and state, and do it as briefly as you can, Mr. Dow, as to what the situation was that you were
903 confronted with in your safety work in Greyhound? What has been done and how the work has been accomplished, and what has been accomplished. Make it as briefly as possible.
A. I was sent for by the president of the Greyhound Management Company in 1929; was informed that they had a very serious problem of accident prevention, and wanted to know if I would take the job of building up a safety organization in the Greyhound System. I finally accepted that offer, and found that they had a very high accident experience, and took steps immediately to organize to correct the situation. We set up a program that called for such activities as monthly safety meetings in all garages of the drivers. We instituted a program of more complete training, a better selection of the drivers in the employment of new men. We instituted a safety contest whereby the various operating regions competed with each other for the best safety record based on the total number of miles operated per accident.

We awarded a safety trophy to the region having the best record every four months, each contest running for a period of four months. We gave the winning region in each of these contests a banquet, special cash awards to the drivers of the winning region, and we instituted a plan of awarding to the drivers having clear safety records—individual records—throughout a year's period gold safety buttons. If he continued that record for two years, he received a pearl studded gold safety button; for three years a ruby studded gold
904 safety button; four years sapphire studded gold safety button, and for five consecutive years with a clear safety record a diamond studded gold safety button. These things are still in effect. Beyond the diamond studded button we award——

Q. What did you do relative to the maintenance department? We are particularly concerned with the maintenance department.

A. In the maintenance department we instituted safety contests among the garages, the winning garage being the one which went through a period of three months with the greatest number of day hours work per accident resulting in lost time to the employee in the garage. Those contests are still running. The garage which wins the contest is awarded by the employees being given a banquet. At our safety meetings for the drivers the employees in the shop—the maintenance men—at least have a representation at these meetings, and quite frequently the entire garage personnel will attend a safety meeting.

Q. Hasn't in years past, Mr. Dow, this part of the Pennsylvania Greyhound System and the Eastern Greyhound System received the National Safety Award awarded annually by the National Safety Council in bus transportation?

A. For four consecutive years the region on the Greyhound System has won the National Safety Council Award for the best record in safety of transportation.

Q. And that award is awarded for the purpose of promoting safety.

A. It is the National Safety Council.

905 Q. And those contests do stimulate, and the men take a great deal of interest in them?

A. Yes; they do—a great deal of interest.

Q. Go ahead.

A. Do you want me to continue?

Q. Continue along the line as to what has been done in the matter of welfare in connection with something that has appeared in the record as to the necessity of having the men's minds so they will be put on their work and not on outside things.

A. I had some discussion with the manager of the Greyhound Company as far back as 1931 in regard to having some plan whereby the employees could meet with the management, discuss matters of employee welfare. My thought was that such an organization would tend to increase not only efficiency but safety, because the man would have a feeling that any grievances which arose could be properly handled with the management, and I was authorized to go ahead and see what could be done in working out such a plan. I took the matter up with a number of large companies that had formulated and were conducting or had such plans in operation.

Q. Just get down to the point as to how that works and what is done in that connection.

A. Well, we have what is known as the Employees Association. There is one of those associations for the Pennsylvania Greyhound; there is also an Employees Association of the Eastern
906 Greyhound, and so on. This Association holds an election once a year. That election is conducted by the employees themselves. They elect their own representatives. There would be one representative from the drivers, one representative from the clerical force, and one representative from the mechanical department in each operating region. After this committee of three has been elected that committee will get together and decide upon which one of the three shall serve as chairman of that local committee.

Q. Are you talking about this Plan that has been discussed?

A. Yes.

Q. Don't waste any time on details of that. The members have interrogated the former witnesses. Get down to what connection that has with any so-called welfare work and its relation to safety.

A. Well, where an employee has what he feels is a grievance, if that is allowed to be in his mind without any method by which he can seek to correct it to his satisfaction, I feel that it has a damaging effect on his mind as to safety; that is, a man can't be a safe driver who has something that is rankling in his mind that he has had no opportunity to bring to the attention of the management.

Q. Now, get down to the proposition of what is done and what may be welfare work as to whether or not a man may have sickness or trouble in his family and the necessity of getting those
907 things removed so the man is a safe driver.

A. As far as the welfare is concerned, we have a group insurance plan, contributed to by both the management and the employees, so if an employee is taken sick almost within twenty-four hours—within a very short time—notification with certificate from the doctor comes in to my department, is forwarded to the insurance company.

Q. That is under this insurance plan?

A. Yes.

Q. That has been testified to. Is there a welfare plan in addition to that—Welfare Committee?

A. We have a Welfare Fund Committee. We have a fund that is set up in Cleveland from which the employees may borrow money without interest to pay for the expenses incurred by sickness to any member of his family.

Q. And do you consider that that has a relation to safety work?

A. I do.

Q. Just explain in what way in your opinion.

A. Well, it removes from the employee things that might agitate his mind and cause him to be preoccupied and have an accident through preoccupation.

Q. And your experience has led you to believe that it is necessary to relieve those conditions if a man is going to be a safe operator?

A. I do.

908 Q. (By Mr. SMITH.) Is this fund some money set aside by the company for that purpose?

A. Yes; it is a fund which is procured through the dividends that are paid to us out of the group insurance that is carried.

Q. (By Mr. CARMODY.) Who manages that fund?

A. A committee. There are five, I think, members on that committee. It is the Welfare Fund Committee.

Q. Are they all employees—employee representatives?

A. They are members of the management.

Q. All members of the management administer that fund?

A. Yes, sir.

Q. Which is the joint property of employees and the company?

A. Yes.

Q. But the employees have no representation on the committee which administers the fund?

A. No; there are no employees on the committee.

Q. (By Mr. BOWEN.) Well, Mr. Dow, it is understood that this fund does belong to this insurance plan, and the management——

A. It is simply a matter of routine. When an employee has sickness in his family he notifies his superior officer, who takes it up through my office with this committee, and as a matter of form, to make it all perfectly proper, three members of the committee approve that request for a loan and it is immediately granted.

Q. But the reason that fund is put in the committee of the
909 management is because there is a responsibility for taking care of it?

A. That is true.

Q. (By Mr. SMITH.) What would happen to these dividends if they were not allocated to this fund?

A. They would be returned to the employees, and some of them have been on two separate occasions.

Q. Was there any vote on behalf of the employees to determine that such dividends should be put in this fund and so allocated?

A. Yes.

Q. (By Mr. BOWEN.) But the fund is maintained as a fund to be used for the benefit of the employees?

A. And no other purpose.

Q. (By Mr. CARMODY.) There is an Employees' Association?

A. There is.

Q. They have elected representatives?

A. They have.

Q. Have they ever had an accounting of that fund?

A. Well, not to my knowledge. Our general auditor here could probably testify on that. I don't know myself.

Q. Did they have anything to say about where those funds shall be kept—in what bank?

A. Not to my knowledge.

Q. The company determines where those funds shall be kept?

A. I believe that is true.

910 Q. That is known as a Welfare Fund?

A. Yes, sir.

Q. (By Mr. BOWEN.) Mr. Dow, in the handling of safety work have there been situations develop before this where apparently there were causes by which a great number of accidents seemed to be occurring and mounting up?

A. Yes, there have been.

Q. And that the management felt was traceable to a condition among the employees?

A. Yes.

Q. And have there been, particularly in the matter of drivers, times in which groups of employees had to be discharged in order to effect safety measures?

A. Yes, that has happened.

Q. At what points?

A. My recollection goes back to 1929 when here in Pittsburgh they were having a very large number of accidents that were inexcusable, and it was finally deemed necessary, after going over the personal records of a number of drivers, that they would have to be removed from service in the interest of safety in the operation of buses.

Q. And what other points?

A. A similar action was taken in Boston; also in New York; also in Buffalo; also in Cleveland, and in Chicago.

Q. (By Mr. CARMODY.) When was that?

911 A. I don't recall the dates of all of these. Some of them took place in 1931.

Q. They extend over a period of time?

A. Yes, sir.

Q. (By Mr. BOWEN.) And all of those were removals of employees because they developed a dangerous operating situation?

A. Because of our duty to protect the Lines, and the safety of the traveling public.

Q. In some of those instances have there been fifteen or twenty employees discharged at one time?

A. Yes, sir.

Q. Have you found in your experience that sort of discipline is effective?

A. It immediately improved the safety record in those regions.

Q. (By Mr. CARMODY.) You mean the discharge of employees improved the record?

A. Yes, sir.

Q. (By Mr. SMITH.) How did you in those instances determine what employees should be discharged?

A. On the basis of their record showing the number of accidents they had, the number of violations of safety rules.

Q. This was drivers entirely?

A. I am talking about drivers, yes, sir.

Q. (By Mr. BOWEN.) Now, Mr. Dow, you are particularly interested and at the head of your department in accidents—that is,

912 your particular department?

A. In the prevention of accidents; yes.

Q. Showing you Exhibit 25, which is the accident report at Warren, Ohio, are you familiar with that accident and the report on it?

A. Yes. This accident was brought to my attention first by a memorandum that came to me from the general claim agent who was supposed to report to me promptly any serious accidents that occur, and I also get copies of all accidents.

Q. And that is a copy of the accident report that was made out by the driver shortly after the accident?

A. Yes; it is.

Q. And is required to be turned in?

A. Yes, sir.

Q. Now, do you know how many persons were injured or what was involved in that accident?

A. I know when the first memorandum came from the claim department before this formal report came in it showed two passengers were injured and two occupants of another car. Later on it developed that there were other injuries. My information is that the claim department spent a substantial sum of money in settling those claims.

Q. And it also later developed there was another car involved that was not reported by the driver?

A. It developed the driver failed to report two other cars
913 involved in this accident. The bus struck both of them.

Q. Is that a violation of the rules of the company?

A. Yes; a very serious violation. He failed to report there was a second car involved in which a woman was injured.

Q. And when there was a failure to report a car involved in the accident or a person involved in the accident what was the effect as far as the claim department?

A. They immediately telephone me and I found out about it.

Q. How does it affect the claim department?

A. If the claim department do not have that information, they are very much handicapped in handling the claims.

Q. And that is one reason why this rule is insisted on?

A. Yes.

Q. And it is also required by the State to make a report on this?

A. Yes; every state requires it.

Q. Both official reports and accident reports by the company?

A. Yes, sir.

Q. Do you handle those reports?

A. No. They are handled by the claim department.

Q. Was the driver on this bus disciplined?

A. He was.

Q. And how was he disciplined?

A. He had his bonus taken away. I don't recall the exact number of days for which the bonus was revoked, but I recall it showed on the disciplinary record that he was disciplined for failing
914 to properly report this accident.

Q. Do you know whether he was laid off?

A. He wasn't laid off. His bonus was revoked.

Q. For how long?

A. I don't remember the exact number of days.

Q. (By Mr. Carmody.) How much did he lose in the four days?

A. Well, if a regular driver—we don't take it away for any four day period. The minimum is fifteen days, and that would mean a revocation of fifteen days. To a regular driver operating on a regular run it probably would mean six or seven dollars loss of pay.

Q. The bonus would amount to that?

A. Yes.

Q. If it were fifteen days?

A. I think it was thirty days.

Q. (By Mr. Smith.) Did you make a recommendation to the superior officer of this man as to what the amount may have been?

A. No. We have a general procedure. First offense usually means fifteen day revocation of bonus; second offense thirty days; and it also depends upon how serious the offense was. He might be discharged on the first offense if it was serious enough.

Q. (By Mr. BOWEN.) In your safety work who do you work through?

A. I work through the operating officers who are in charge of the men.

Q. You are sort of a staff officer then as to taking these mat-
915 ters up with the officers who are actually in charge of these different departments?

A. That is correct.

Q. And you do make recommendations relative to all matters of safety?

A. I do; yes, sir.

Q. Would you consider it a violation of the rule if a bus was sent out with the wheel lugs loose and the wheels dropped off the bus?

A. I am not a mechanical man, but I consider any bus sent out in a condition where the mechanical parts of the bus were not properly adjusted would be unsafe.

Q. That applies to brakes as well?

A. It applies to brakes and steering and headlight system.

(Respondent's Exhibits 28–A and 28–B, Witness Dow, marked for identification.)

Q. Mr. Dow, you also act as representative of the management on these joint boards on the Employees Plan?

A. On the Joint Reviewing Committee, yes sir.

Q. And do you also handle to some extent the proposition of mailing out ballots and so forth in connection with the election?

A. Yes, sir.

Q. Showing you Respondent's Exhibits 28–A and 28–B, is that a letter which you sent out in connection with holding of elections under this Plan at the Pittsburgh garage?

916 A. Yes, sir; those two letters were sent out by me.

Q. And since you have been in Pittsburgh and this morning you went down and got these original letters that were sent out by you?

A. I did.

Q. One of them bears your signature and the other one is apparently a mimeographed copy?

A. Yes, sir.

Q. They were both sent out from your office?

A. Yes.

Q. And you got them here at the Pittsburgh office?

A. I got them from the Pittsburgh office this morning.

Mr. BOWEN. I offer them in evidence.

Mr. WATTS. I have no objection to these.

(Respondent's Exhibits 28–A and 28–B for identification, Witness Dow, were received in evidence.)

Mr. BOWEN. I wish to call the Board's attention to one paragraph in here—in each of which exhibits is similar. One of these is dated July 27, 1934, and apparently has to do with the election held then, and the other one is July 22, 1935. They are addressed to Regional Managers—apparently go to all Regional Managers—and the paragraph I wish to call the Board's attention to is instructions from Mr. Dow: "This is an election in which the employees are to be

permitted to select candidates of their own choosing and is
917 strictly an employee election to be conducted by the employees.
No coercion nor dominating influence is to be used by the Regional Manager or Company representatives. However, to assist the employees in handling the details of the election, we are furnishing various blank forms necessary for them to use. These blanks and the instructions as to their use are in conformity with the By-laws of the Employees' Association.

Q. Now, in connection with your duties you attend various safety meetings?

A. I do.

Q. Where the employees are gathered together and there are talks on safety?

A. Yes, sir.

Q. And also at the time they give these awards there may be banquets and things that are held for the employees?

A. I attend as many as I can.

Q. And you are familiar with the operation of this Employees' Association Plan?

A. Yes, sir.

Q. Now, have there been times when you have attended some of these safety meetings that after they have been over that the employees have met by themselves with their representative on one of these boards for the purpose of discussing it; and, if they have, how do you know they have?

A. Usually—it happens not just occasionally but almost
918 every safety meeting I have attended in the past two years in the various regions the chairman of the local Regional Employees Committee will request that following the safety meeting he be allowed to use the room for the purpose of having a meeting of the boys and myself and the Regional Manager or any other officers present withdraw from the premises and allow them to conduct their own meeting.

Q. So there have been meetings of the employees by themselves?

A. In every region, yes.

Q. And at times past in the last several years has the accident situation been so serious on Greyhound Lines that the insurance companies cancelled our insurance that we are required to carry under state law?

A. It occurred several years ago.

Q. And it occurred a couple of times?

A. Yes, once or twice.

Q. Was that the necessity of our having to set up our self-insurance plan now in effect?

A. Yes.

Q. The insurance carriers refused to carry our insurance because of the high liability?

A. That is right.

Q. Now, Mr. Dow, is this matter of safety of operation and accident something that is just continually in the minds of operating officials in our business?

919 A. It is in the mind of every operating man continually. Every operating officer is continually on the anxious seat in

regard to accidents. It is the one thing that permeates his mind above every other operating problem. He worries about it, thinks about it, talks to his drivers, and he is continually anxious to know whether or not anything has occurred in the operation of his region.

Q. And does an operating man, when he picks up a paper, the first thing he looks at is to see whether or not his company has been involved in an accident?

A. Yes; that is common with all of us.

Q. I show you yesterday's edition of the Pittsburgh Sun Telegraph. I see it has headed, "State Cracks down on Reckless Drivers. Five hurt in Bus-Auto Crash." Is that the thing that is continually confronting operating officials?

A. It is.

Q. That makes them have to be up on their toes to avoid things that occur like that?

A. Yes, sir; absolutely.

Chairman MADDEN. We will recess until two o'clock.

(Whereupon, at 1:45 p. m., a recess was taken until 2 p. m.)

AFTERNOON SESSION, 2 P. M.

MARCUS DOW resumes the stand.

920 Cross examination:

Q. (By Mr. WATTS.) Now, Mr. Dow, as I understand your testimony, you are in general charge for the respondent companies, not only of safety operations, but also general personnel matters. Is that right?

A. Yes.

Q. And as such personnel officer I suppose you make a practice of keeping as well informed as you can as to the matters going on among the men—employees of the company?

A. To a certain extent.

Q. And it is your business to know what they are thinking about and what they are doing in general?

A. I wouldn't say that exactly; no.

Q. Is it your function to attempt to discover dissatisfaction when it appears before it gets too far along, in the hope that the incipient dispute might be disposed of before it does become serious?

A. I make no particular effort along those lines. It is not part of my duty.

Q. Then do I understand you to say you are not concerned with the handling of the industrial relations of the company as far as the relations which it bears to its employees are concerned?

A. Well, I do to a certain extent; yes.

Q. And you are the man particularly assigned to head up the industrial relation field for the company, aren't you?

921 A. No; I don't know that I am.

Q. Who is?

A. I know of no such officer.

Q. So that it is nobody's particular business in the respondent companies to keep an eye out on the industrial relations of the company

with its employees to head off, if possible, incipient disputes in those relationships?

A. There is no department in headquarters for that purpose.

Q. And there is no officer for that purpose?

A. No.

Q. Now, you have had ten years on the railroads—the New York Central?

A. Yes; as Safety Director only.

Q. And you have had some experience in the New York City Police Department, haven't you?

A. As Safety Director—Public Safety.

Q. Are you the officer of the respondent companies to whom reports of the Railway Audit Inspection Company are transmitted through the Pennsylvania Railroad Police?

A. I have never heard of that company.

Q. You never heard of which company—the Pennsylvania Railroad Police?

A. The first company you mentioned.

Q. The Railway Audit and Inspection Company?

A. I never heard of that company.

922 Q. Were you in court yesterday or have you just arrived today?

A. I was here part of the time yesterday; not all the time.

Q. Were you here when Mr. Sundstrom, the president of the company, was testifying and stated under cross-examination that the services of the Railway Audit and Inspection Company were regularly employed by the respondent companies?

A. I didn't hear that.

Q. And were you here when Mr. Sundstrom further stated that the reports of that company were submitted to the respondent companies through the Railway Police of the Pennsylvania Railroad?

A. I didn't hear that part of his testimony.

Q. Now, then, do you state that as far as you were concerned no reports originating from the Railway Audit and Inspection Company ever come to you?

A. I have never seen any.

Q. Anybody ever told you about their content?

A. I never heard of them; never heard of the company.

Q. Do you or the respondent companies use the services of any other organization to obtain confidential information about the employees of the respondent company?

A. We receive a checking service from the Pennsylvania Police.

Q. Well, were you under the impression that the Pennsylvania Railroad Police themselves went out and made these investigations?

A. I understood so, yes.

923 Q. So that reports coming to you have been reports of the Pennsylvania Railroad Police?

A. From Mr. Busby.

Q. He is who?

A. I don't know if he is superintendent of police or whatever his title is.

Q. Now, are those reports submitted to you any regular periods, or do they come in day by day?

A. Well, they come in day by day—reports of violations of various kinds.

Q. Now, do reports such as submitted by the Pennsylvania Railroad Police concern themselves in any instances with matters having to do with the activities of employees of the respondents in forming labor organizations?

A. I have never seen such a report.

Q. Do you now state under oath, so far as you know, no such report has ever been made to you orally as well as written?

A. I have never seen nor heard of such a report.

Q. You have no idea what Mr. Sundstrom had in mind when he testified as he did yesterday?

A. No, I do not; no, sir.

Q. Have you from any source received information that since the first of May of this year any of the employees of the respondent companies have been interested in the formation of an independent labor organization?

924 A. I have not.

Q. And is that because you are not the right man to whom such reports would come or because, being the right man, no such reports have arrived?

A. All I know is I haven't seen nor heard of such a report.

Q. Your offices are where? Cleveland?

A. Yes, sir.

Q. Do you stay there most of the time, Mr. Dow?

A. No; I am on the road a great deal, traveling.

Q. You were not here in Pittsburgh during the month of July or August, were you, in connection with this dispute?

A. No, sir.

Q. Have you, as personnel manager, discussed with Mr. Nyland or any other supervisory employee at Pittsburgh the desire of the men at the Pittsburgh garage to form an independent labor organization?

A. I have not.

Q. Now, then, yesterday or the day before yesterday counsel for the respondent companies asked a witness by the name of McKelvey if, as a matter of fact, he was not a stool pigeon. I ask you whether or not it is the practice of the respondent companies to employ stool pigeons.

A. Not to my knowledge.

Q. Have you ever done so?

A. Not to my knowledge.

925 Q. And is the counsel for the respondent companies aware of that fact?

A. I don't know.

Q. Now, you testified here as to the discharge in 1929 of a considerable number of employees at Pittsburgh?

A. Yes, sir.

Q. And I think that your language, as nearly as I could catch it as you gave it, was that that discharge action had been taken after going over the personal records of the drivers involved.

A. Yes.

Q. In other words, you went over their cards and found each of those particular men had done some specific act or acts as result of which you felt they should be discharged?

A. I don't know that I went over them myself. I think they were gone over by the man in charge of the region at that time.

Q. Someone went over them?

A. Yes.

Q. That wasn't a shotgun discharge?

A. No, sir.

Q. Are you aware of whether or not the respondent company ever was involved in an action at law in respect to the Warren, Ohio, accident? Did anybody ever sue the company?

A. I don't know whether there was a suit or not. That would be a claim department matter. I do know from conversation with the man in charge of that department that they spent a very
926 substantial sum of money in settling claims. That is all I know.

Q. You don't know then what pleadings the company may have filed in such a case?

A. No.

Q. You know, I suppose, that the driver of that particular bus was a man with only six weeks' experience with the company?

A. I know he was a new driver.

Q. He was an extra driver at that particular time?

A. A new driver with only six weeks' experience would be an extra driver.

Q. Now, you also testified about the welfare fund made up of the dividends payable back to the employees and company as result of the group insurance policy; and you have testified that that was a fund jointly owned by the men insured and by the company. Is that correct?

A. To the best of my knowledge and belief. I don't handle that part of it, and I don't know anything more than I stated.

Q. I have a record here—a note here that at Philadelphia loans made to employees of the company from this fund are made upon a charge of twenty per cent interest to the men. Is that correct?

A. That is not correct.

Q. Is any interest charge made?

A. There is not.

927 Q. Now, are you familiar with the special election which was held here at Pittsburgh to replace Mr. Davidson?

A. I know there was such an election.

Q. Was that conducted by your directions?

A. No; it was not.

Q. By whose directions was it, do you know?

A. I don't personally know the details of it except from hearsay.

Q. Can you, as familiar as you are with the Employees Association and its By-Laws and regulations, state to the Board any provision in those By-Laws or regulations authorizing the holding of such a special election?

A. Yes; I think there is something in the By-Laws, as I recall it, that requires a vacancy to be filled within ten days.

Q. Now, I hand you the Board's Exhibit 67, which is the By-Laws, Board Exhibit 66, which is the Memorandum of Understanding, and ask you if you will look at Article 2, Section 2. That states, does it not, the regular term of a representative as being one year?

A. Yes, sir.

Q. And there is a further provision, is there not, in Article 1, Section 2 that if an employee has been discharged, he shall be permitted to retain membership until final action on an appeal concerning his discharge?

A. Yes, sir; that is the way it reads.

Q. Is there anything there about a vacancy occurring in the
928 office of a Regional Committeeman if he is discharged or suspended?

A. Not there; no, sir.

Q. So, as far as you know, there was no provision in the By-Laws or Memorandum authorizing such a special election, was there?

A. I don't know of any provision calling for a special election.

Q. And you have been familiar with the By-Laws and regulations from the very time they were first set up, haven't you?

A. Yes, sir.

Q. Now, there has been offered in evidence here the Respondent's Exhibits 28–A and 28–B, the 28–B being a notice dated July 22, 1935. I call your attention to the third from the last paragraph in capital letters. There is there in parenthesis the words, "See Step No. 3." What does that refer to—Step No. 3?

A. Well, in the original set-up of this Plan, of course we were all new at it and it had to be put down in some shape so that proper sequence would be followed in conducting the first election. I don't recall what Step No. 3 was, but it was probably, it might have been possibly, the procedure in nominating the candidates. I don't know just what step it was.

Q. In other words, there was some supplementary document issued to the Regional Managers as to how they should work this thing?

A. Yes.

Q. Have you a copy of that document?

A. I have in my files at Cleveland. I haven't here.

929 Q. Do you know whether or not it goes beyond reference to the mere mechanics of the election and gets into the subject of advice and counsel with the Regional Managers as to who to elect and how?

A. Purely the matter of mechanics.

Q. Purely mechanical?

A. Yes, sir; that is all.

(Witness excused.)

GEORGE M. DAVIDSON was sworn and testified as follows:

Direct examination:

Q. (By Mr. BOWEN.) Your name is George M. Davidson?

A. Yes, sir.

Q. And you are the general auditor of the companies in the Pennsylvania Greyhound Lines System?

A. Yes, sir.

Q. And how long have you been connected with the Greyhound Lines?

A. Six years.

Q. And what has been your experience as an auditor prior to that time with that class of work?

A. I have always been in the accounting work and fourteen years in the auditing business as comptroller of three different companies in the City of New York. Prior to that I was general accountant for the International Harvesting Company, and manager of a bank in Canada some years ago.

Q. State all your experience relative to general auditing.

930 A. Prior to that I was a clerk in London, England.

Q. Were you connected as an auditor it any way with the moving picture industry?

A. Yes, sir. I was comptroller of the Columbia Picture Corporatioo, the Universal Pictures Corporation, and Producers Distributing Corporation.

Q. So practically all of your life you have been employed in auditing and comptroller work?

A. Yes, sir; that is right.

Q. Now, Mr. Davidson, there have been introduced in evidence certain exhibits relative to notations made for cancellation of some insurance policies, some group insurance policies. You, so far as the company is concerned, do the auditing work relative to the carrying on of this insurance plan?

A. Yes, sir.

Q. Showing you Board Exhibits Nos. 54 and 55, which apparently are received from Pennsylvania Greyhound Lines, directed to the Metropolitan Life Insurance Company relative to cancellation, and there are certain symbols in connection with it. Will you state how those facts are handled and what the meaning of those symbols are and what the application was?

A. All of the employees carry insurance—life, health, and accident—under the Metropolitan Life.

Q. Through a group insurance plan?

A. Through a group policy covered by this number right

931 here, and if any employee is removed from the service—either resigned, discharged, or furloughed—and the insurance, as far as the company is concerned, is to be discontinued, we naturally have to notify the insurance company.

Q. And are those exhibits copies of the notification sent in to the company?

A. Yes, sir.

Q. And what notations are made on there that are demonstrated by symbols, and what meaning have they relative to discharge or discontinuance of service of an employee?

A. Well, after setting in the date that the insurance is to expire, the Metropolitan require for statistical purposes the reason for the discontinuance of insurance, and they have these symbols here. 1–A. for example, discharged or resigned; 1–B temporary lay-off. And we were tempted for a long time to put on these symbols accurately, but a good deal of confusion arose with Metropolitan Life Insurance Company in our office by reason of the fact we were marking people

frequently as temporary lay-offs; and there was an understanding between our office and Cleveland office of the Metropolitan that if we couldn't determine these people would return to work within thirty days, we should show them as discharged or resigned, or as symbol 1–A.

Q. Is there a symbol on there that means furloughed?

A. Yes; there is one here: "John F. White." The last day
932 he worked for us was August 1, 1935, and his insurance was carried to August 7th, and the notation against him is 1–B—temporary lay-off.

Q. And what would be the meaning of that? Isn't there a symbol there which indicates furloughed?

A. 1–B; that is temporary lay-off or leave of absence.

Q. Then the word "furlough" isn't used?

A. No.

Q. It is "temporary lay-off?"

A. That is right.

Q. Now, a man with a temporary lay-off of that kind, what does that indicate as regards his insurance?

A. It indicates that his insurance would be carried on for a period of thirty days, and at that time he could carry it on himself.

Q. If there were employees that were laid off without any understanding or determination at the time they were laid off as to how long they were going to be laid off, what would be the indication on that? What would happen to that employee's insurance?

A. Our office would have to show it under 1–A as discharged, and the employee would have the right to carry on his insurance through an arrangement direct with Metropolitan Life Insurance Company.

Q. But the company would have nothing to do with that—
933 that would be the employee's arrangement?

A. That would be the employee direct with the insurance company.

Q. So unless there is an agreement on the part of the company at the time they note these men that they are going to be back in thirty days, and thereby the company becomes obligated to pay the insurance, a man who is temporarily laid off without any determination of the time would be carried on that and reported as discharged?

A. Yes, sir.

Q. And when they are so reported there is no payment made of the premium?

A. Not by us. He can go and make it direct, if he wishes, to the Metropolitan Life Insurance Company.

Q. So there being no premium paid by the company, the insurance is dropped?

A. As far as we are concerned.

Q. (By Mr. SMITH.) Do you say he could go and make arrangements independently with the company?

A. Yes.

Q. Is that based on an understanding with the company that he will be subsequently reemployed, or does he make it direct as an individual without regard to that?

A. He makes it as an individual, and I believe at a slight increased rate. He doesn't lose his insurance. He can make a new policy with the Metropolitan Life.

934 Q. (By Mr. Bowen.) So the word "discharged" there wouldn't indicate that the man was furloughed off indeterminately or laid off indeterminately or whether or not he was actually discharged?

A. No.

Q. It would indicate there was no agreement that he was to be back on the pay rolls and the premium would be paid within thirty days?

A. That is the standard information they got and the facts are in the body of the report.

Q. Now, in your department you keep operating costs?

A. Yes, sir.

Q. And you keep costs that are attributable to accidents or claims arising out of accidents?

A. Yes.

Q. And what are the figures upon claims paid by the Pennsylvania Greyhound System during the last year or last couple of years? What are the amounts incurred that you have paid out in claims?

A. During the eight months of this year Pennsylvania Greyhound System has paid out $215,840.40.

Q. And those are claims arising out of operation of vehicles on the highway?

A. This is public liability and property damage costs.

Q. And how does that figure compare with last year? What is the figure for last year?

935 A. The figure in these eight months is more than the entire figure of last year, which was $205,271.17.

Q. Now, do you have the account of amount that was paid out in settlement of claims on this Warren, Ohio, accident that has been referred to in testimony?

A. Yes, sir.

Q. And what has been the amount paid out for claims against the company in connection with that accident?

A. $5,203.42.

Q. Do you know whether there are any claims still outstanding?

A. There is one amount of $250.00 outstanding—can't trace the claimer.

Q. Do your figures show the number of persons that were involved as claimants?

A. Yes, sir; eleven.

Q. Were some of them quite seriously injured?

A. There was one person in particular, a woman, who received $2,500.00. She had all of her teeth knocked out, and that was the most serious one in the group.

Q. Now, Mr. Davidson, there has been some testimony in here relative to the payment of compensation insurance as to who was paid and who it was paid by. Will you tell how the matter of compensation insurance is covered or carried in the companies of the Pennsylvania Greyhound Lines System?

A. The Greyhound Management Company arranges, among
936 other things, for all of the insurance. The master policy in connection with compensation insurance runs to the Greyhound Management Company, with individual policies to each operating company. The reports are made up for the operating company and they list the amount of premium due by each operating company, and it is so filed.

Q. So that the actual policies covering the different men are directly upon the company for whom the employee is employed?

A. Although they are worked out and arranged for through the Greyhound Management Company.

Q. And Greyhound Management actually pays the check for the premiums on that insurance?

A. In the first place; yes.

Q. And collects it from the operating companies?

A. Right.

Q. Greyhound Management Company in that regard is just a so-called servicing company?

A. Just a vehicle for performing much of these various functions.

Q. Greyhound Management Company is a non-profit corporation?

A. Absolutely; no profit at all.

Q. Performing certain general services?

A. Yes, sir.

Q. And in the auditing in connection with that, will you just state how the Management Company functions as to allocation and
937 election of different obligations that are involved—financially, I am talking about?

A. Greyhound Management Company performs these various functions, such as insurance that I have just mentioned, certain traffic work, preparation of train operations, and schedules that can be better done through one unit; certain advertising that they arrange for, legal work that is done by Management on behalf of all of these operating companies. The Claim Department works for Greyhound Management Company, performing services for all of the bus operating companies. Management Company, as far as accounting for these expenditures or costs, endeavors to do it on an actual or direct basis. For example, all claims cost can be determined as to the individual operating company.

Q. Now, Management Company acts in certain of these services for companies other than the Pennsylvania Greyhound System?

A. Oh, yes.

Q. They act for the Eastern Greyhound System Lines?

A. Yes; Central Greyhound Lines, Illinois Greyhound Lines.

Q. Now, as to Pennsylvania Greyhound Lines, Inc. it is alleged in the complaint here, and I think it is admitted, that they are the company which holds the stock in these various operating companies. Now, there has been introduced in evidence certain pay checks that are issued to these men involved here. Will you state what are the functions of Pennsylvania Greyhound Lines Inc. in connection with the operation of these various operating subsidiaries?

938 A. Pennsylvania Greyhound Lines, Inc., is the holding company of the stock of all of these bus operating companies, and

in brief acts as fiscal agent, accounting organization, for the operating companies. Men may be employed on a form that bears the name of Pennsylvania Greyhound Lines; if they work as they do in this garage in Pittsburgh, the actual allocation of their wages would be to the Pennsylvania Greyhound Transit Company. One check is used regardless of which operating company the man works for, but final determination is as to what garage he works in—what bus he is on. Finally the charge lands back, the direct charge, to the operating company.

Q. Are the services that are performed by Pennsylvania Greyhound Lines, Inc., much more restricted than those by the Management Company?

A. I would say yes.

Q. That is, they don't supervise any safety work?

A. No.

Q. Don't supervise any legal work?

A. No.

Q. Anything of that nature?

A. No.

Q. What Pennsylvania Greyhound Lines, Inc., does then is act as a fiscal agent and general auditing?

A. That is right.

939 Q. And just how—for instance, when there is a payment made of the cost of operation of an operating subsidiary or several of them—is that taken care of in the matter of allocation of the charge and receipt of money to cover the charge?

A. I would say that about eighty-five per cent of all expenditures can be directly charged and allocated by reason of their directness to an operating company—The wages of a bus driver who works on a particular bus operating for a certain company. Therefore, it is easy to determine in our accounting to whom that charge should be made. Mechanics in a garage the same way.

Q. That is, they are employed by an operating subsidiary?

A. Yes.

Q. And when a check is issued by Pennsylvania Greyhound Lines, Inc., that appears as a direct charge against the company that employs that man?

A. That is correct.

Q. And, if you know, is the necessity for these corporations existing under a holding company brought about by reason of the requirements of the state laws for domestic corporations to operate under their various state laws as common carriers?

A. Yes, sir; that is the reason, and if we had to carry separate sets of books for five different companies, you can see the amount of work we would have. By running certain of these functions through Pennsylvania Greyhound Lines, Inc., acting as an accounting organization, to a certain extent simplicity is obtained.

940 Q. There have been a great many corporations in the original set-up of the Pennsylvania Greyhound Lines System that have been eliminated where there was no requirement?

A. Yes; some have been eliminated.

Q. And it is the attitude of the company to get rid of as many as they can?

A. We are trying to eliminate some right now.

Q. The desire of the company is, if possible, to get it down to one operating company?
A. Yes, sir.

Cross examination:

Q. (By Mr. WATTS.) Who is Mr. Quinn?
A. He is office manager for Greyhound Management Company.
Q. He is your subordinate officer?
A. Yes, sir.
Q. Now, then, you have described the issuance of a basic policy of group insurance to the Greyhound Management Company. That is a written document, isn't it?
A. Yes.
Q. A contract of insurance between the Greyhound Management Company and the Metropolitan Life Insurance Company, isn't it?
A. Yes.
Q. And that contract provides for certain specific things to be done, doesn't it?
A. Yes.
941 Q. Among those things is that individual employees of the Greyhound Lines who see fit to apply for it may obtain policies or certificates under the basic policy. Is that right?
A. To apply for it?
Q. Yes?
A. Yes; that is right.
Q. They don't all get it automatically?
A. No; they have to apply.
Q. They have to apply first?
A. Yes, sir.
Q. Now, then, after they have done that they get a certificate, an individual certificate?
A. That is right.
Q. It tells them in substance what their particular benefits are?
A. Yes.
Q. Now, another one of the requirements in this basic contract between the Management Company and the Metropolitan Life Insurance Company is that notification in writing be given to the Metropolitan Life Insurance Company when the employment of any man is terminated—any man covered by these certificates. Is that right?
A. That is right.
Q. And that policy furthermore provides, does it not, that the reason for such termination be set forth in the notice to the company?
942 A. Yes.
Q. Now, then, in discussing the Board's Exhibits 54 and 55 and explaining why it is that the men who are the subject of this complaint have been referred and reported to the Metropolitan Life Insurance Company as discharged or resigned, you first say that you had a lot of trouble about making out these reports to begin with?
A. I didn't say we had a lot of trouble making out the reports.
Q. Didn't you say a lot of confusion had arisen?
A. With the Metropolitan, yes.

Q. There had been no difficulty with your company, you had always made them accurately, but they got balled up on them sometimes. Is that it?

A. The trouble was if we showed them furloughed, it meant considerable checking by them if we didn't later report them as coming back on the payroll.

Q. And the reason it meant considerable later checking was because a man whose certificate was merely terminated by a furlough notification had certain rights that a man didn't have who was discharged. Isn't that true?

A. I don't know what different rights he would have.

Q. Didn't he have the right by paying his proportionate share, have the Greyhound Management Company contribute its share, and carry the insurance if he was only on a furlough?

A. Yes; if he is still with the company, the company would
943 contribute a portion.

Q. If he was just on a furlough, he would have that right?

A. Yes.

Mr. Bowen. State what you mean by a "furlough."

Mr. Watts. I am going to ask him that. I am very much interested in it.

Q. On the other hand, if a man was fired that was the end of his policy, wasn't it?

A. Not necessarily. He could go over and make his own arrangements with the insurance company.

Q. Precisely. And if he made that, he had to pay the rate himself—he had to pay the premium?

A. He was paying most of it anyway.

Q. I am glad you tell us that. The company doesn't pay much in then into this situation?

A. They put in an amount.

Q. You then tell us because of the check-backs which came when you reported a man as furloughed, you—representing the respondent companies I mean in my question—and the local office of the Metropolitan up there in Cleveland had a little session and decided hereafter you would report everybody as discharged or resigned. Is that right?

A. If we didn't know they were going to return to work within a thirty day period, yes.

Q. Now, your policy with the Metropolitan Life Insurance
944 Company, your contract with them, contains a specific provision, doesn't it, that that contract can't be altered or modified by any agreements with the agents of the company? You know that, don't you?

A. Yes.

Q. And, as a matter of fact, notwithstanding that, you went ahead and made these reports such as Exhibit 54, using 1-A as the cause of discharge; didn't you?

A. Cause of discharge?

Q. Cause of cancellation?

A. Cause of cancellation.

Q. Now, if you were just worried about somebody doing a lot of work, why didn't you leave it blank?

A. I said originally I didn't think that was very important. It is the statistics they gather. The second column is the important information—the date to be canceled.

Q. You didn't think it was very important?

A. I said these statistics they gathered—We were trying to give them some facts that the insurance was canceled on a certain date, and that is what we gave them.

Q. And your contract with them required you to do that?

A. Certainly; that is why we did it.

Q. Will you tell me just for my information what you concede to be the difference between a lay-off and a furlough? Just describe your interpretation of it.

945 A. I don't know that I was even interested in trying to determine that.

Q. You can't answer it; can you?

A. I don't know that I would try to.

Q. There isn't any difference between lay-off and furlough; is there?

A. There might be.

Q. Well, what is it?

A. Well, I could imagine what it might be.

Q. What difference is there between a lay-off and a furlough?

A. I don't talk anything about furloughs here.

Q. I am asking about it now at the request of counsel over here. What is the difference between them?

A. I am not raising the point.

Q. Yes, you don't want to raise it. I won't, either. Do you know anything about any suits filed against the company as result of the Warren accident?

A. No, sir.

Q. Do you know whether there were such suits?

A. I haven't heard of any.

(Witness excused.)

H. S. CRAWFORD was sworn and testified as follows:

Direct examination:

Q. (By Mr. BOWEN.) Your name is Harry S. Crawford?

A. Harry S. Crawford.

946 Q. And you live in the City of Pittsburgh?

A. I do.

Q. And what connection do you have with the Pennsylvania Greyhound Lines System?

A. I am the General Manager of what is known as the Pittsburgh Region.

Q. And what constitutes the Pittsburgh Region?

A. The Pittsburgh Region is composed of territory between Pittsburgh and Scranton via Sunbury; Pittsburgh and New York via Harrisburg; Pittsburgh and Gettysburg via two routes, one by Johnstown and one by Greensburg; an operation from Harrisburg to New Castle, which is leased at the present time to another company; an operation between Sunbury, Pennsylvania, and Mt. Carmel, Pennsylvania, which is leased at the present time to another company; an operation between Sunbury, Pennsylvania, and Williams-

port, Pennsylvania, which is leased at the present time to another company; the territory between Pittsburgh and Chicago via Lima, Ohio; territory between Pittsburgh and Detroit, Michigan, via Akron and Toledo; the territory between Pittsburgh and Cleveland via Youngstown; territory between Pittsburgh and Columbus via two routes, one via Wheeling, Cambridge, and Zanesville, the other via Steubenville and Coshocton.

Q. And those operations are carried on by these operating subsidiaries of Pennsylvania Greyhound Lines, Inc.?

A. Part of these operations are Pennsylvania Greyhound
947 Transit Company; that is, the operations east of Pittsburgh. The operations west of Pittsburgh are Pennsylvania Greyhound Lines of Indiana, Inc.

Q. But the common carrier services performed are the ones performed by these subsidiary corporations of Pennsylvania Greyhound Lines, Inc., including those two you have named?

A. That is correct.

Q. Now, you are acquainted with Mr. Golden who appeared on the stand here, the Regional Director of the Labor Board?

A. Yes. I met Mr. Golden one time.

Q. He testified as to a meeting he had with you at your office. Will you tell the Board just how that meeting came about and what was said? What action was taken?

A. I was out of the city at the time the meeting was originally proposed. I believe Mr. Golden contacted my office during the morning of Friday, August 9th, and my secretary advised him, or whoever it was from his office that made the call or the appointment, that I was out of town but I was expected back around noon. As I remember, I got back about one o'clock in the afternoon and I was immediately informed of the request for an appointment.

Q. Mr. Crawford, what date was this?

A. This was Friday, August 9th. I instructed my secretary to get in touch with Mr. Golden's office and suggested we get together—as nearly as I can remember it was three o'clock.
948 Anyway, that hour wasn't satisfactory to Mr. Golden's office, and we finally made the appointment for four-fifteen, and at that time, at four-fifteen or around about that time, Mr. Golden and Mr. Finn called upon me.

Q. And who did they represent themselves to be?

A. Well, they each handed me their cards, and Mr. Finn's card stated that he was a representative of the Secretary of Labor's office in Washington, D. C., and Mr. Golden's card represented himself as assistant director of—I have the card here; I can state definitely by referring to it. Mr. Golden, Associate Director of Regional Labor Board, 1030 New Post Office Building, Pittsburgh.

Q. What conversation was had?

A. Well, as I recall, Mr. Finn did most of the talking, and he told me who he was and what his work was. He was a Conciliator out of the Secretary of Labor's office, and that they had reports or information that our employees were going on a strike; and that, of course, when they got this information or report they were concerned about it because it would tie up buses and interfere with people who wished to travel on them, and so forth. That was the nub of the con-

versation. It was longer than that, but I don't remember word for word what was said. And I informed Mr. Finn that I thought the report they had was greatly exaggerated, didn't feel that there was any danger of strike among our employees from my observa-
949 tion of being among them continuously, and he then got down to the point of telling me, "Well, what was it all about—these fellows that were discharged in the garage?" I told him that the men were not all discharged; some of them were furloughed, and some of them were discharged. So we went into detail, took man for man. They mentioned one man's name, and I produced a copy of this classification list that I had in my file and we went over each man's case and standing on this list and his date of employment and so forth in detail; and I believe that he and Mr. Golden took some notes on that as we went along. Mr. Golden asked questions from time to time during this interview, and we talked in a general way for a few minutes after that and they left.

Q. Was the subject discussed at all of these men's affiliation with the Local Union of the Amalgamated or any other Union?

A. Neither of these gentlemen mentioned anything about union in the entire conversation.

Q. Well, did you?

A. No; I didn't.

Q. It was not discussed?

A. No; it was not discussed.

Q. Now, Mr. Crawford, Mr. Henry was on the stand here, who is a member of the Employees' Committee, in connection with the discharge of Mr. Davidson, and he made some statements in the record to the effect that you were there and you told these employees'
950 representatives that they had to uphold the action of the management in the discharge of Mr. Davidson. Will you tell about that meeting, and what took place, and what was said?

A. Do you want me to tell it in my own words?

Q. Tell your own story.

A. Mr. Davidson was discharged, I believe, on May 20th, and he made the formal notice of appeal in his case, and I advised him that it would be taken up at the next Regional Committee.

Q. Appeal to whom?

A. Appeal to me to have his case heard before the next Regional Committee meeting. I replied to his request for an appeal and stated that it would be taken up at the next regular meeting of the Regional Committee.

Q. This meeting then at which Mr. Henry stated—You were here when Mr. Henry testified?

A. That is it. I am coming up to that. The next meeting after Mr. Davidson's discharge was on the second Wednesday in June, which was June 12th. At that time the Committee, composed of three members of the employees, three members of the company, met with myself in the matter of Mr. Davidson's discharge. There were other matters at the same meeting, but Mr. Davidson's discharge was one of them. It is the purpose at those meetings, according to the By-Laws of the Employees' Association, to endeavor to settle any disputes in the Regional Committee if possible, and when the Com-

mittee had assembled I read the questions that had been for-
951 mally presented for discussion to the Committee, and I made a statement at that time that I hoped that we would be able to settle those matters here today. I don't think there was anything unusual about that because we always attempted to settle these matters in the Regional Committee if possible.

Q. Well, in this Committee that you have talked about is there a proposition of voting upon a matter that is submitted to them?

A. The Regional Committee does not vote.

Q. And what must be their action? Is it a consent action?

A. The only way that a decision can be reached within the Regional Committee is by mutual agreement.

Q. That is, it is a unanimous consent agreement—anything they agree to?

A. They have to agree to it unanimously or else it isn't settled in the Regional Committee.

Q. So then, if the protesting employee isn't satisfied, what becomes of that proceeding?

A. Then the chairman of the Regional Committee and the Regional Manager make what is known as a joint submission. This joint submission is composed of a statement of the question at issue, the agreed upon facts in the case, the position of the Regional Manager and the position of the Regional Chairman.

Q. Where does that go to then—that appeal?

A. That goes from the Regional Committee in the case of a driver's case to the Manager of the Department of Safety and
952 Personnel, Mr. Down. Of course, the Chairman of the Regional Committee and the Chairman of the General Committee both get copies of this joint submission that is prepared jointly by the Regional Manager and the Chairman of the Regional Committee.

Q. Well, if a man has taken an appeal, it don't finally go to Mr. Dow and stay there?

A. It goes first to him.

Q. And then where?

A. He rules on the question one way or the other, and if his decision is still not satisfactory to the complainant in the case, then the matter goes on into the Joint Reviewing Committee.

Q. And the Joint Reviewing Committee is where they have an opportunity to get a vote, is it?

A. Everything in the Joint Reviewing Committee is decided by a majority vote.

Q. That is, the plan is to try to secure an amicable adjustment of disagreements or disputes that may arise in the Regional Committee?

A. That is the whole purpose of the Regional Committee.

Q. And in connection with that the Regional Manager sits in with the joint committee?

A. That is right.

Q. And that is provided in the Plan?

A. That is right.

Q. At this meeting Mr. Davidson did appear?

953 A. It was the decision of the Committee that Mr. Davidson should be called in and asked to present his case to the full committee, which was done.

Q. (By Mr. CARMODY.) Were you present when he presented his case?

A. Yes.

Q. Were you a member of the Committee?

A. No.

Q. Was he present during all of the time that you were presenting your case to the Committee?

A. No.

Mr. SMITH. May I ask, did I understand the witness to reply affirmatively to your question that it was part of the Plan that the Regional Manager should sit in on these meetings of the Joint Committee?

Mr. BOWEN. That is what I understand.

Q. (By Mr. SMITH.) Do you mean that is embodied physically in the description of the Plan somewhere?

A. That is correct.

Mr. BOWEN. I was just getting his understanding. That is the way it was told to me that it worked.

Q. (By Mr. BOWEN.) Showing you Board's Exhibit 89, that is a copy of an accident report that occurred in your region made to the Ohio Commission; the name of Mr. L. P. Williams, superintendent, appears on that as the signer. Who is Mr. L. P. Williams?

954 A. He is superintendent of the Pennsylvania Greyhound Lines of Indiana, located at Columbus, Ohio.

Q. And how would Mr. Williams come to make that report to the Ohio Commission?

A. Well, that is routine procedure. We are required by law to report to the Public Utilities Commission of Ohio any accident in which serious injury or death occurs. That information generally, excepting at nights or on Sundays, is phoned by the person who receives the report from the driver to Mr. Williams, who is permanently located in Columbus.

Q. What do you mean by "the report of the driver"? You don't wait until you get this written report?

A. No. When a driver is involved in an accident his first duty after seeing his passengers are taken care of is to get to a telephone and report to the base of his operations the fact that he has been involved in an accident and a brief description of what has occurred. It is often necessary to arrange for relief coaches to take the passengers on if the buses are disabled.

Q. And that information is then relayed to Mr. Williams in this connection?

A. The driver phones this information to a dispatcher at the nearest division point to where the accident occurs. The dispatcher in turn phones the information to Mr. Williams at Columbus.

955 Q. And it is done because Mr. Williams is located at Columbus, the state capital, so he can file these with the Commission?

A. Yes. It is convenient for him to do that excepting on Sundays and nights; possibly sometimes a telegram is sent direct from the point that receives the report to him.

Q. And the laws of the various states require that these reports be sent immediately?

A. It is generally so.

Q. And in event of serious accident or death, it is sometimes required that they be sent by telephone or telegram?

A. That is right.

Cross examination:

Q. (By Mr. Watts.) You don't mean this Board Exhibit 89 isn't accurate, do you?

A. I don't know what you mean by that.

Q. You didn't mean by answering these questions about how the information of the accident got to Mr. Williams and how Mr. Williams received it—you didn't mean to infer Mr. Williams didn't put down anything that occurred to him when he reported the accident?

A. No. He would take the facts as they were phoned to him.

Q. You don't have any agreement with the State of Ohio to put in any inaccurate reports?

A. No.

Q. You don't have any private agreement like that?

956 A. I don't think they would agree to anything like that.

Q. I understand you have been ill in the hospital and I want to make it as easy for you as I can. Will you tell me to begin with how long you were away from the office—what period of time?

A. I was ill for a short time—In fact, I don't believe I was in the office much after I talked to Mr. Golden and Mr. Finn. It was the next day or so that I became ill, and on the 16th of August I was taken to the hospital for an emergency operation early in the morning.

Q. Then you had not been overtaken by your illness during the months up to August? You were around?

A. I was around.

Q. On the job?

A. Yes.

Q. You knew all about these union activities there, didn't you, Mr. Crawford, that started in May of this year? Didn't have any inkling of it?

A. I knew something was going on. I couldn't help notice that. I have got good eyesight and I know these men well. They have worked for me for years, most of them.

Q. You never did get a report from Mr. Nyland or Mr. Bauer or Mr. Sprain that they had found out all about what was going on and they were watching the men and the particular fellows that were involved in this thing?

957 A. In my capacity as Regional Manager, I don't have anything to do with the mechanical department.

Q. Then is it your statement that the gentlemen I have just named would not normally come to you with such information?

A. Possibly not.

Q. Where would they go with it?

A. To their superior officer.

Q. And that is Mr. Duvall, isn't it?

A. Yes.

Q. Now, do you state here under oath that as Regional Manager at Pittsburgh you had no knowledge that an independent labor or-

ganization was being formed at the garage until Mr. Golden and Mr. Finn came to see you?

A. I didn't even know it when Mr. Golden and Mr. Finn came to see me.

Q. Have you been here and heard the testimony about Mr. Hilton and Mr. Drake.

A. I have.

Q. Did you make payments to those gentlemen or either of them?

A. I made payments to Mr. Hilton.

Q. And Mr. Hilton was employed by the company?

A. Yes.

Q. And did Mr. Hilton submit to you reports concerning employees of the company?

A. On certain subjects only.

958 Q. And would you state those certain subjects?

A. Shortly after Mr. Davidson was discharged I happened to be coming from the garage to town one night after dark and I noticed what I thought was a couple of our men that appeared to be drunk on the street. They were getting into a car and before I could find out who it was they had gone, but I was sure it was some of our drivers in uniform. I know the uniform well, of course, but I don't know who they were. I began checking up with Mr. Bauer, if he thought that there was any excessive amount of drinking going on among the drivers. This happened before and we are always on guard for it. He told me he thought there was, that there had been several drivers reported for work in the past couple of days that while they couldn't be pinned down definitely, they didn't look as though they had very much sleep before they come to work—looked as though they might have been dissipating a little bit in some way. So I decided I would check up on the nearby booze joints to our drivers' room in the Pittsburgh garage or in the immediate neighborhood where the drivers usually hang out and find out if there was anything like this going on. So I employed Mr. Hilton to do that.

Q. So Mr. Hilton was an undercover man to cover the speakeasies?

A. That is right.

Q. Was he assisted in this activity by Mr. Drake?

A. No. Mr. Drake was employed as a driver.

959 Q. Yes; I know he was. Did Mr. Hilton or Mr. Drake tell you about the men at the Pittsburgh garage being interested in joining a union and holding meetings about one?

A. Mr. Hilton only told me about what he saw in these particular places that he was visiting upon my orders.

Q. Did he ever give you a list of license numbers that he had taken one night in July outside of and around a meeting hall here in Pittsburgh?

A. I never heard of such a list.

Q. There came a day when Mr. Finn, United States Conciliator, isn't it—Commissioner of Conciliation?

A. I can tell you definitely if I look at the card.

Q. Let us get it right.

A. Mr. Thomas M. Finn. The card says he is a representative—a U. S. Commissioner of Conciliation, Department of Labor, Washington, D. C.

Q. Now, then, Mr. Finn and Mr. Golden came to see you pursuant to appointment at your office here in Pittsburgh?

A. That is right.

Q. And after they had arrived there you say, I think, Mr. Finn did most of the talking?

A. Yes.

Q. It was a matter of conciliation he was endeavoring to work out with you, wasn't it?

A. Well, he balled me out first.

960 Q. Now, I ask you whether or not you were not informed by Mr. Finn at that time that a complaint had been filed with the United States Department of Labor alleging certain specific things. Did he tell you that?

A. No; he didn't tell me anything of that kind.

Q. Did he tell you that the first specific thing was that the company had interfered with self-organization of employees and had set up a so-called company union?

A. I don't think the union, company or otherwise, was mentioned in the whole conversation.

Q. Did he say that to you?

A. No; he did not say that.

Q. Did he tell you secondly that a continual policy of intimidation and coercion was being followed by company officials in an effort to prevent the employees from affiliating with the Amalgamated Association of Street and Electric Railway Employees?

A. The Amalgamated Association of Street and Electric Railway Employees wasn't mentioned in this conversation.

Q. Did he tell you that specifically eight employees whose names he mentioned were discharged on July 30th?

A. Yes.

Q. Did he tell you that the company had employed approximately one hundred additional employees to be used as strike breakers in anticipation of a strike?

A. Yes, he told me that.

961 Q. Did he tell you the company was violating the provisions of the Wagner Labor Disputes Act by financially aiding the so-called Company Union and paying officers of same their salaries while engaged in attempting to adjust grievances?

A. I don't recall that was mentioned.

Q. Did he tell you further the officers of the Amalgamated Association had threatened to call a strike to stop these coercive methods?

A. He didn't say anything about the officers of the Amalgamated Association.

Q. And did you make specific replies to these matters I have specifically mentioned?

A. I did.

Q. Of course, some of them you deny were made?

A. I made specific replies to the questions you asked me that I stated were brought up.

Q. That has to do with the discharge of the eight men?

A. That is right, and the hiring of the one hundred men.

Q. Now, as to that particular statement of the Commissioner, your reply was that only two of the men had been discharged and that in those cases for responsibility for certain road failures and accidents clearly traceable to them, and the other six employees had been furloughed due to the decision of the company to transfer certain major repair work to other points?

A. No; that is not correct.

962 Q. You didn't say that?

A. The figures aren't correct.

Q. Otherwise is it correct?

A. We discussed that matter, yes.

Q. What were the figures?

A. I told him that five men were furloughed and two men were discharged I believe at that time. I think there were a couple of these cases we are talking about today that hadn't occurred at this time, if I remember right.

Q. As to the strike breakers in substance you denied that and stated they were seasonable employees taken on for the rush period?

A. I explained those were drivers we employed, and they were all working and making substantial salaries. We needed them.

Q. I don't remember whether you denied or admitted that Mr. Finn took up with you the allegation that the provisions of the Wagner Labor Disputes Act were violated by financially aiding the so-called Company Union. Did you deny that?

A. I don't recall the Company Union was mentioned.

Q. Do you remember admitting that the company had paid expenses of the so-called Company Union while engaged in attempting to adjust grievances?

A. I don't recall that that was discussed, but I wouldn't deny it.

963 Q. Do you remember having been asked specifically about observing the men as they gathered at their meeting place, and do you remember replying to that that you saw nothing wrong about that?

A. Yes.

Q. You didn't feel that was intimidation? You said that with no knowledge Mr. Nyland had been down there watching the men gather?

A. I knew Mr. Nyland and Mr. Bauer had been there.

Q. When did you find out about that?

A. The day after the meeting occurred.

Q. And did they make a written report to you?

A. No.

Q. This was the 11th of July they came and told you about it?

A. The meetings were on the 10th and 11th of July.

Q. They came to you, and what did they say?

A. They said they had been down at the meeting hall last night—out in front.

Q. Did they tell you who were there?

A. I don't think they told me who were there. They said some of the mechanics and a few of the drivers. I don't believe they told me what the names were because I don't know the names of a lot of the mechanics.

Q. What was the occasion for these gentlemen coming and telling you about that? They didn't walk in the office and say, "Mr. Crawford, we were down at the meeting last night?"

964 A. Well, these meetings had been talked about a lot around the garage and around the drivers' rooms and around the terminal. I heard about them a dozen times before they occurred, that there was to be a big organization meeting of some kind. I didn't know what kind of an organization it was.

Q. You knew it was a labor organization?

A. No; I did not.

Q. It might have been a religious revival as far as anything you knew?

A. Not necessarily a religious revival, but it was held in the Democratic Hall. It might have been a Democratic meeting.

Q. What did they tell you about the meeting further than you have testified?

A. That is about all—that there was some of the mechanics and a few drivers attended each of the meetings.

Q. Is that the only report you have gotten about meetings of the men—organization meetings?

A. That is the only meetings I ever heard about.

Q. Did it ever occur to you that with the talk ripe about organization it could possibly refer to a labor organization?

A. I knew there was considerable unrest of some kind going on in the garage. I couldn't help but know that, knowing these men as I do and how they usually work and how things crack off pretty suddenly. I knew there was something wrong. In fact, I made an outburst on that at one time.

965 Q. Did you report to your superior officers that there was a lot of activity going on around your garage and there was an organization talked about, meetings being held?

A. I did not.

Q. You never told anybody?

A. I didn't feel it was serious enough to be concerned about.

Q. You had some policemen on twenty-four hour duty, didn't you?

A. That is right.

Q. What did you have them there for?

A. Precautionary measure.

Q. You must have felt something was a little serious to have policemen around there.

A. Well, it isn't an every-day occurrence to discharge a General Chairman of the Employees' Association. I did expect there would be some kind of a flare-up as the result.

Q. You had to get authority, as a matter of fact, to hire these policemen?

A. I did not.

Q. Didn't you have to get authority from Mr. Sundstrom?

A. No, sir.

Q. Didn't you talk to Mr. Sundstrom about it?

A. No, sir.

Q. You are sure about that?

A. I don't think I did.

Q. Didn't you hear him testify here?

A. I heard him testify I had authority to do this if I
966 thought necessary.

Q. You didn't hear him testify that he conferred with you about it?

A. I didn't hear all of his testimony.

Q. (By Mr. CARMODY.) I am not quite sure whether the witness said he talked to Mr. Sundstrom about this or whether he hired policemen on his own initiative without taking it up with any other officer of the company.

A. I don't recall whether I talked to Mr. Sundstrom about it, but I have sufficient authority to do that without consulting him. It is my recollection I did not, but I may have.

Q. Did you consult with any of your other associates here?

A. No.

Q. How did the people over at the garage know who the policeman was or whether to let him in?

A. I told Mr. Bauer after I made the arrangements.

Q. So you did tell Mr. Bauer?

A. Yes; and Mr. Nyland.

Q. (By Mr. WATTS.) Mr. Bauer went over to the police station and got the men?

A. No. Mr. Mullins is a little bit confused about that. I went there myself.

Q. The company paid these policemen?

A. Yes.

Q. Paid in cash?

967 A. Yes, sir.

Q. You didn't issue any company checks on that?

A. No. They didn't want checks; they wanted cash.

Q. Was the company desirous too that there be no record of this payment?

A. We didn't feel it was anything to be concealed.

Q. Now, Mr. Crawford, what contact do you have with the railway auditors of the Railway Audit and Inspection Company as they operate in your region?

A. I don't have any contact with them at all.

Q. You know they operate here, don't you?

A. I didn't know they operated until I heard the testimony on the stand. I get reports from the Superintendent of Police of the Pennsylvania Railroad.

Q. So you get your information from the head of the Pennsylvania Railroad Police. Is that a written form?

A. That is in the form of written reports.

Q. And it was all a mysterious process to you as to where he got the information? He just passed it to you. Is that right?

A. I assumed he had an organization of his own.

Q. Didn't you ever get a report from the Superintendent of Police informing you that the men at the Pittsburgh garage were trying to form a labor organization?

A. I did not.

Q. You never got anything referring to that in any shape or form?

968 A. The reports aren't of that nature.

Q. You never had a hint so far as those men were concerned that any such activity as that was on foot?

A. We don't get any reports pertaining to the garage—at least I don't. My reports pertain to the drivers or stations.

Redirect examination:

(Respondent's Exhibit 29, Witness Crawford, marked for identification.)

Q. (By Mr. BOWEN.) Showing you Respondent's Exhibit 29, Mr. Crawford, will you just state what that is?

A. This is a book of rules of the Greyhound Lines pertaining to drivers.

Q. That is a hand book of the driver that is furnished all drivers of rules and regulations which he must observe?

A. They are each one given one of those at the time they enter the employ of the company, and they are supposed to study them and know generally what the rules are and observe them.

Q. And are many of those rules and regulations therein based upon the requirements of state laws in relation to safety and road operation?

A. A great many of them are; yes.

Mr. BOWEN. We offer it in evidence.

Mr. WATTS. I have no objection.

(Respondents' Exhibit 29 for identification, Witness Crawford, received in evidence.)

969 Q. (By Mr. SMITH. Mr. Crawford, you say that at these meetings of the Regional Committees, the joint committees, at least the one with whose operation you were familiar, there was no voting done; and I understand that under the Plan, as you explained it, if a matter is discussed with the committee—the employees have a grievance and it comes before the committee—if there isn't unanimous consent as to how it should be disposed of at that time, it automatically goes to Mr. Dow. Is that right?

A That is right.

Q. Now, just what process is used to determine whether or not there is unanimous consent as to the disposition of this matter?

A. Well, it is by each one expressing his opinion.

Q. Well, it is equivalent then to a vote?

A. Well, in the Joint Reviewing Committee we vote by secret ballot. I don't know whether you would call this a vote or not, but it is just a word of mouth expression from each one of the members.

Q. And who starts the expressing?

A. Well, sometimes these meetings are pretty long winded and there is a lot of argument back and forth of the facts we have in a particular case. Sometimes they become stalled; there isn't anybody wants to go any farther. I usually at that time try to start the thing going again and ask if they couldn't get a decision and

decide what the committee wanted to do. Usually then somebody would start it.

970 Q. Do you officiate as chairman at these meetings?

A. Well, there isn't an official chairman in the set-up, but I presume that would be about the only classification I could be put in.

Recross examination:

Q. (By Mr. WATTS.) The appeal from the Regional Committee you stated was automatic. That isn't quite accurate, is it, Mr. Crawford? If the Regional Committeeman isn't satisfied with what the Regional Committee does, there is a piece of machinery by which he can, if he wants to, get it up further, but it doesn't go there automatically?

A. Any case I ever had up with any of my committees always goes further if they aren't satisfied.

Q. I say it doesn't do it automatically. The committeeman who is dissatisfied with the decision has to take certain affirmative action himself under the By-Laws and the regulations?

A. Yes. The chairman of the Regional Committee and the Regional Manager are required to submit what is known as a joint submission.

Q. It isn't automatic?

A. No; it isn't automatic.

Q. (By Mr. SMITH.) Now, at a particular meeting if there are several subjects slated for discussion, it is known in advance, I suppose, by some sort of machinery, what is to be discussed at the meeting?

971 A. Yes.

Q. If there are several subjects to be discussed and you are sitting there having the function you have described, do you ordinarily introduce the subject for discussion? Say, "We will first look at this matter?

A. I read the questions.

Q. Do you make any comment prior to discussion by members of the committee?

A. Sometimes I do prior to discussion; sometimes I often do during discussion. There are very few questions I am not drawn into and asked various things in connection with the subject we are discussing. In fact, I take more part in it than some of the others sometimes.

Q. At this meeting at which Mr. Davidson's discharge was discussed that was the first item on the list, as I remember it has been testified by somebody.

A. I think that was the first item on the list. I am sure it was because I believe it was considered first, and we usually take them in rotation.

Q. Now, just in what fashion was that considered at this meeting? Did you begin by preliminary statement as to the reasons for Mr. Davidson's discharge, or what was done?

A. I read the questions; then I probably would state that the first question to be considered is the discharge of driver Bob Davidson, which has been appealed to this committee, and I might

972 at that time then state the facts of the case.

Q. (By Mr. CARMODY.) Your facts?

A. All of the facts as I knew them.

Q. (By Mr. SMITH.) That is what happened in this case, was it?

A. I don't remember whether that was the exact procedure used in this case or not.

Q. But you did talk to the group about Mr. Davidson's discharge, or don't you remember that?

A. I know I read them some information pertaining to it because I had a memorandum that was prepared at the time that I ordered Mr. Davidson to go to work, and this memorandum was prepared immediately after I talked to Mr. Davidson, and I gave him a copy of it in fact so that there wouldn't be any dispute about what we talked about that day; and I recall reading that to the committee, so there isn't any question about how the thing started at least.

Q. This was the day of his discharge that you prepared this memorandum?

A. This was the day I ordered him to go to work.

Q. What do you mean "ordered him to go to work"?

A. That was the beginning of the whole thing. The discharge eventually resulted in his failure to go to work.

Q. And you made a memorandum?

A. I made a memorandum of the conversation that day, and I gave Bob a copy and I kept a copy.

973 Q. After you read this memorandum to the committee did you say anything further about Mr. Davidson's case?

A. I probably stated when he was employed by the company to give them an idea who all he was, and, if I remember right, I stated he had a good record up to that time as a driver.

Q. Then what happened?

A. Then the Committee went into discussion. They discussed among themselves. First it was decided that—I asked the Committee if they didn't want to call Mr. Davidson in and have him tell his own story in his own words, and they decided they did, so he was called in and he was permitted to tell his story, and I believe a few of the committeemen asked him some questions to develop some point they didn't understand, and then Mr. Davidson left the room and the Committee went into discussion among themselves on the matters as a whole.

Q. You did not leave the room at that time?

A. I never left the room.

Q. You participated in the discussion thereafter?

A. I probably did, some. I usually do.

Q. Well, what was the signal given that there should be a determination whether or not there was going to be unanimous consent to uphold this discharge?

A. Well, after everybody seemed to be run out of things to talk about and it was all quieted down, I asked, as near as I can recall, what the Committee was going to decide to do in the matter.

974 Q. And then what happened?

A. Then one of the committeemen I heard stated here was Mr. Hoffman—I don't remember—stated that he believed the action of the Regional Manager should be sustained.

Q. Mr. Hoffman was an employee?

A. He was the clerical department representative on the Committee.

Q. And he was the first person who spoke after you had given this summarizing speech about what had been discussed so far?

A. I heard that here in testimony. I don't remember he was the first man.

Q. You don't recall?

A. I don't recall he was the first one.

Q. Have you any recollection of what happened beyond that point?

A. Well, then I do recall that the mechanical committeeman, Walter Henry, was the last one to make an expression; so the drivers' committeeman must have come next—that was Swangford—and he said that he concurred in the action taken by the Regional Manager.

Q. Now, that covers the three employees. What did the three management representatives have to say about it?

A. They don't have anything to say about it.

Q. They are members of the Committee, aren't they?

A. It has to be an agreement by the employee members. They are the ones that have to agree—not the employer members.

Q. How did they know what they were agreeing to?

975 A. The three manager members have no voice in it. The three employee members have to be perfectly satisfied.

Q. Perfectly satisfied with what—your recommendation?

A. They have to be perfectly satisfied the action that has been taken is what they want.

Q. So at these meetings the management members don't say anything?

A. They enter into the discussion, but they don't have any voice in the settlement of anything.

Q. You were really the spokesman for the management members. Is that it?

A. More or less so.

Q. (By Mr. Bowen.) Showing you Respondent's Exhibits 26 and 27, were they posted under your directions?

A. Yes.

Q. In the general offices of the company here or where?

A. I caused those to be distributed in every office, every drivers' room and every garage in my particular territory.

Q. And are they posted today in your general offices here?

A. There is one still in the general office; yes.

Q. And it is still up on the Bulletin Board?

A. It is there now.

Q. (By Mr. Carmody.) Have you seen a copy of the National Labor Relations Act—the one that is under discussion?

A. I don't believe I have seen an actual copy of the Act. I have read portions of it in the magazines and newspapers and

976 so forth. I don't believe I ever saw a copy of the whole Act.

Q. What are some of the outstanding provisions in regard to the rights of the employees?

A I understood that Section 7 of the National Labor Relations Act is very similar to Section 7 (a) of the National Industrial Recovery Act.

Q. And what is that?

A. That employees had the right to select representatives of their own choosing to bargain with employers.

Q. And does the National Labor Relations Act go farther?

A. I believe it goes into a little more detail than the other one did in the matter of intimidation.

Q. What is there in the notices here that would suggest that Mr. Nyland should report to you that men were attending a meeting off the company property?

A. I didn't get that.

Q. I say what is there in either of these notices that were posted prominently under your directions, setting forth certain things, that the men have that would suggest Mr. Nyland should report to you the presence of men off the property at a meeting of any kind?

A. I don't think Mr. Nyland did make a specific report to me. It was only a matter of conversation.

Q. What would be of conversational interest in that respect when they were off the property? Of course, I can understand as a
977 native born Pennsylvanian, born into a Democratic family, that it has not been respectable in this state for many years to be a Democrat. I understand it is getting more respectable here and I understand people in a Democratic home might be suspected in my days but not any more. What was the reason for suspecting these men going to a meeting off the property outside of working hours?

A. I don't think it was suspicion. I think it was more curiosity than suspicion.

Q. What occasioned the curiosity?

A. I can't answer what occasioned curiosity in another man.

Q. You had no curiosity about it?

A. I wasn't curious about it or worried about it or interested in it. I heard about it and knew it, and I didn't go down.

Q. You didn't feel their doing it was any denial of the rights which are set forth here under your directions?

A. I didn't understand that.

Q. I say you didn't feel that their curiosity and their reporting to you about it indicated any denial of these rights?

A. Well, I didn't have any objection to them going to this meeting or any other meeting they wanted to have.

Q. You mean the men going or Nyland going?

A. I mean the men going—any of the workmen.

Q. (By Chairman MADDEN.) Did you ever work as a mechanic or driver or otherwise?

978 A. I started with this company as a driver.

Q. If, when you were a driver, you and other drivers had decided to form a union and go, after hours, to a place to hold a union meeting, and when you got there you had found that sitting outside the hall were a couple of your supervisory officers, apparently there for the purpose of seeing who were going, would it not make you uneasy about the job?

A. Oh, I don't think so. I did get caught once drinking beer while I was a driver by some of the company officials who were parked outside. I got penalized for it but it didn't make me uneasy the rest of the time I worked for the company or anything like that. I knew I had a penalty coming and I took it. I don't think that fact neces-

sarily means a man would be uneasy the rest of his life or anything like that.

Q. Of course, not to last so long as that. If you were a workingman doing that, what would you think those bosses were there for?

A. I don't know. In the case of this particular meeting we are talking about it wasn't a secret meeting of any kind. There wasn't any secret about it, or if it was intended to be secret, why, it certainly was a failure. I don't know whether it was intended to be a secret meeting or not, but it was commonly known by everybody. I heard it a dozen times myself from different employees, and some of them jokingly asked me if I was going to attend the meeting.

Q. (Question read by reporter.)

979 A. I don't know what I would think they were there for, but I don't believe it would concern me particularly.

Q. You don't think it would concern you as a workingman?

A. If I didn't think I was doing anything wrong, I don't think the fact the boss was sitting outside would worry me.

Q. You wouldn't know, as a workingman, whether you were doing anything wrong or not. The boss would fire you whether you thought you were doing anything wrong; if he thought you were doing something wrong, he could fire you?

A. Oh, yes, they do that.

Q. Then what would you do?

A. I suppose I could be fired. If he fired me, I don't know what else I would have done but take it.

Q. You know perfectly well, sitting here now, that, naturally, those men would think that is what those bosses were doing there?

A. No, I don't know that.

Q. You have no other conceivable explanation of what they were there for?

A. I don't know what men were at this meeting, but I suppose a good part of them are still working there, so they haven't been fired.

Q. Do you know some of the men who were at the meeting have been fired?

A. I don't know what men were at the meeting, but I heard testimony here there were thirty or forty men at the meeting and

980 there have only been nine men altogether disposed of, so the rest of them must be still working.

Q. Do you think it amounts to intimidation with reference to formation of a labor organization for the management to spy on an organization meeting?

A. I don't think anybody knew this was a labor organization meeting at the time, and I don't think the mere fact they were sitting outside and didn't interfere with these men who wanted to go to this meeting would be intimidation. However, I am not a lawyer. I couldn't interpret that.

Q. (By Mr. SMITH.) How about these kidding references the men made about your coming to the meeting? What kind of a meeting did you think they were inviting you to attend?

A. They said, "There is going to be a big meeting down in the Manchester district, some kind of an organization meeting." I said, "What kind of a meeting?" They didn't know, just a big meeting, all the mechanics and drivers were going to have, and they kiddingly

asked me if I was going to the meeting. I told them no, I didn't think they would need me there, and that is all there was to it.

Q. (By Mr. BOWEN.) You have been a driver yourself?

A. Yes.

Q. And still are an employee of Greyhound Company?

A. Yes.

981 Q. You haven't known of any fear of the employees of this organization in relation to their bosses or employers, have you?

A. No; I don't think so.

Q. These men are all good, upstanding men, and they aren't afraid to come and talk to you, are they?

A. No; they never were.

Q. In your job as Regional Manager you are subject to being fired by somebody up higher, aren't you?

A. I suppose so.

Q. And you are put on the spot often for things that go wrong here?

A. I get plenty of hell if things don't go right.

Q. (By Mr. WATTS.) You are on the spot now?

A. I haven't felt so.

Q. You haven't felt you were when you were required to come here and testify as you have testified today?

A. I don't know what you mean.

Q. You didn't feel you were on the spot and had to come here and say what you have said today instead of telling what you actually know?

Mr. BOWEN. He is trying to get you to admit you are not telling the truth.

Mr. WATTS. You tell him the answer. He is having a little trouble.

Mr. BOWEN. That kind of a question coming from a Government representative is pretty small.

982 Q. (By Mr. CARMODY.) May I ask a question with reference to these upstanding citizens in Pittsburgh. Going away outside of the Greyhound Corporation and in many other corporations, how familiar are you with Labor legislation over the past forty years?

A. I don't know.

Q. You haven't been much interested in it? Have you been interested to study the history of men's efforts to organize independently from their employer during the past forty years?

A. Not specifically. I read considerably.

Q. Where would you get that information—what kind of literature?

A. Well, I presume there is books on that subject. However, I have never read one of them.

Q. You haven't read them?

A. No.

Q. Well, I wondered if you knew that the very reason that legislators over the years, going back to the very beginnings of the industrial revolutions in England, have sought to protect the rights of men to organize by legal measure and by legislative action was

caused by the effort of employers to do exactly what was done in this case; among other things, to spy on men who go into a union meeting or organization meeting. I wonder if you realize that these statutes themselves, well known to the attorneys, have grown out of the effort of men through their elected representation in Parliaments and Congresses to give them that right or establish that
983 right beyond the common law right that they thought they had. You didn't know that? That has not been within your own experience?

A. I haven't made much of a study of it.

Q. Well, it is a fact. Your attorneys can tell you more about it than I can, that that is why these laws are passed.

Q. (By Mr. SMITH.) Would you feel at all humiliated or would you think it was in any way peculiar, would you question it, if you knew that you were going to join some kind of an organization and you arrived at a meeting of that organization and found Mr. Duvall sitting out there, apparently for the purpose of determining if you were one of those present at that organization meeting? Would that give you any peculiar feeling?

A. Not if I felt I was doing what was right and what I wanted to do. I wouldn't be concerned with who was sitting outside the meeting. I would be convinced I was doing what I wanted to do before I went there.

Q. Let us suppose you were attending a meeting you had some reason to believe Mr. Duvall would not be likely to like, if you were joining some kind of an organization he probably would not be in sympathy with; then if you saw Mr. Duvall outside the meeting, do you think that would give you any unusual feeling at all? Is it something you would likely dismiss?

A. If you felt that way about it, you perhaps would be more fearful of what the possible consequences might be.

(Witness excused.)

984 (A short recess was taken.)

CARL D. SPRAIN was sworn and testified as follows:

Direct examination:

Q. (By Mr. BOWEN.) Mr. Sprain, what position do you hold with Pennsylvania Greyhound Lines System?

A. The Assistant Manager of Maintenance.

Q. That is, you are the assistant to Mr. Duvall?

A. That is right.

Q. And in that position does the Pittsburgh garage come under your direction and jurisdiction?

A. That is right.

Q. (By Mr. CARMODY.) May I ask at that point do you have jurisdiction over other garages too, as well as Pittsburgh?

A. That is right.

Q. But is Pittsburgh your headquarters?

A. I have my office here.

Q. At the garage?

A. That is right.

Q. (By Mr. BOWEN.) You cover all the garages of Greyhound that come under Mr. Duvall?

A. I don't cover those on Eastern other than the garages where our coaches run into.

Q. Pennsylvania Greyhound?

A. Yes, sir; that is right.

(Respondent's Exhibits 30 and 31, Witness Sprain, marked
985 for identification.)

Q. Showing you Respondent's Exhibit No. 30, is that an inter-office letter that was written by you to Mr. Nyland?

A. Yes, sir.

Q. Is that your signature to it?

A. Yes, sir.

Q. And is it written on the date said upon it?

A. 21st of July.

Mr. BOWEN. We offer in evidence Respondent's Exhibit 30.

Mr. WATTS. No objection to that.

(Respondent's Exhibit 30 for identification, Witness Sprain, received in evidence.)

Mr. BOWEN. There are certain sections of this I desire to call to your attention. This is dated 7/21/35 on the Inter-Office Correspondence stationery of Greyhound Lines, from C. D. Sprain to J. A. Nyland. The first paragraph apparently states:

"During the past two or three months there has been a very decided letdown in the quality of work turned out by the Pittsburgh garage. This has happened at just the time when this garage's highest efficiency is needed by the company.

"I believe it is apparent to everyone that many of the garage employees have become more concerned with outside and personal interests than they have with taking care of the routine service work on the coaches assigned to this garage for major service and inspections. It has reached a point where this garage has
986 dropped to the bottom of the list as compared to other garages in the system.

"During the past three weeks the conditions referred to above have become worse instead of better, and the condition of our equipment has become measurably poorer; this garage has had more road failures during these three weeks than all the rest of the entire Greyhound system. This state of affairs has not only caused grave concern to the company officials, but has also resulted in severe criticism from the various state utility commissions. In several instances we have been notified that unless conditions improve coaches will be rejected and not allowed to operate.

"I believe you realize as well as I do that the present conditions cannot exist indefinitely and that unless this garage shows an immense improvement and starts taking care of its work again, then it will simply mean transferring the major work out of here to garages that will take care of the coaches in the proper manner and thereby making Pittsburgh a minor service and storage garage.

"It would be my suggestion that you call a special meeting of your employees and bring this to their attention and inform them of the above facts. The conditions referred to are very serious, and unless

corrected the company will be forced to make drastic changes in our setup in order to continue operating through the various states."

987 Q. (By Mr. BOWEN.) Showing you Respondent's Exhibit 31, which is from J. J. Nyland to C. D. Sprain, July 20, 1935.

Mr. CARMODY. That is just a day before that other letter?

Mr. BOWEN. Yes.

Q. (Continued.) Is this a report that was made to you by Mr. Nyland on the regular meeting of the maintenance employees that was held at the garage on July 30th?

A. The meeting was held July 17th.

Q. That is what I mean.

A. That is right.

Mr. BOWEN. We offer in eidence Respondent's Exhibit 31.

Mr. WATTS. Is it offered for the truth of the matter contained therein?

Mr. BOWEN. It is offered for the report of the meeting that was made in the regular course. One of the members asked if there wasn't any reports or minutes kept of these meetings.

Mr. WATTS. I have no objection.

(Respondent's Exhibit 31 for identification, Witness Sprain, was received in evidence.)

Q. (By Mr. CARMODY.) Where were you on the 17th of July?

A. On the 17th of July I was in Chicago, Illinois.

Q. (By Mr. BOWEN.) You do a great deal of traveling?

A. That is right.

Mr. BOWEN. "The Pittsburgh Shop Meeting for the month of July was held in the body shop of the garage on Wednesday,

988 July 17th at 4:30 P. M. All the day employees were present and the following subjects were discussed:" The paragraph I wish to call attention to—it has a good many subjects——

Mr. CARMODY: It is in the record?

Mr. BOWEN. Yes. The one headed "Road Failures." "Up until the first of this month Pittsburgh had a very nice record as far as road failures were concerned, but somehow or another we hit a slump. Mr. Nyland read over the road failures and discussed each one separately, also urged everyone to cooperate during the summer rush and check the coaches very carefully so that any defects may be taken care of before the coach is departed on its run." Then there are a great many other subjects.

Mr. SMITH. Would you mind telling the Board what the other subjects were that were discussed?

Mr. BOWEN. Under the headings: first, "Safety"; second, "Road Failures"; "Maintenance Contest"; "Flags and Flares"; "Brake Blocks"; "Seat Backs—843 Model Coaches"; "Freight on Coaches"; "New Unit Service Orders"; "Window Glass—843 Coaches"; "License Plates"; "Bus Report Envelopes"; "Coaches"; "Unit Room"; "Wheels"; "843 Coaches"; "Wheel Bearings"; "Seat Cushion Springs."

Mr. SMITH. Was the first of those items you read "Safety"?

Mr. BOWEN. That is right.

Mr. SMITH. And one shortly thereafter "Maintenance Contest." Will you read those two items?

Mr. BOWEN. "Safety. Mr. Nyland informed the shop em-
989 ployees that the Pittsburgh Garage won the Safety Contest ending June 30th, although no official report from Cleveland has been received. Mr. Nyland urged everybody to take precautions in their work so that the Pittsburgh Garage will again make a good showing in the next contest." In the "Maintenance Contest", "Mr. Nyland informed everyone in the shop that Greyhound is again entering the Bus Transportation Maintenance Contest, that is between the period of July 1, 1935, to June 30, 1936, and everyone should take a personal interest in this contest so that at the end of the next year Greyhound will again win the award. Mr. Nyland also informed everyone that this contest covers labor and material costs, gas and oil averages, as well as road failures."

Mr. SMITH. Now, at a time suitable to yourself, will you ask the witness to tell us what the safety contest was which was entered in in Pittsburgh?

Q. (By Mr. BOWEN.) Will you answer that question?

A. The safety contest is really industrial safety in the garage proper; that is, elimination of personal injury accidents and things of that nature.

Q. (By Mr. SMITH.) It has nothing to do with safety on the road?

A. No; it is really confined to employees of the garage and their personal injury accidents.

Q. (By Mr. BOWEN.) This was one of the contests Mr. Dow re-
ferred to that was conducted for the purpose of stimulating
990 safety work?

A. That is right.

Q. Now, it has been testified to here by Mr. Duvall that you were the one that discharged Mr. Maxwell, was it?

A. That is right.

Q. You go ahead and state just why you discharged Mr. Maxwell.

A. Well, we had been having trouble in the Pittsburgh region with these decalcomanias coming off the coaches; apparently, most of the trouble was due to application. I don't blame Mr. Maxwell for all of that because other employees do apply transfers. However, I had noticed this man in the garage. Many times I noticed he wasn't attending to business, and I believe on two occasions when Mr. Duvall was in Pittsburgh he remarked about this particular employee, said he noticed him loafing around the shop and watching him, and things of that nature. I believe it was on September 18th it was reported to me Maxwell had gone home the night before and left out some transfers he had sized but hadn't applied. This was reported to me in the morning. I immediately called the foreman—Mr. Nyland was on his vacation—and told him to investigate it; if he found it to be true, to discharge the man. Later in the day I called Mr. Bremmier who was the foreman and asked him what he had done, what he had found out, and he said he had investigated and found out that was what the man did and he was going to discharge him that night.

991 Q. You have been employed in the Bus industry for some time, Mr. Sprain?

A. Approximately eleven years.

Q. And where were you before you came to Pittsburgh?

A. I was formerly in Cleveland; before that in Chicago; before that I was with the original Northland Minneapolis and the old Brooklyn Transportation in Minneapolis.

Q. You were with the Northland Transportation Company, the name of which is the Northland Greyhound Company, which is the operating company in the middle Northwest? Is that the one?

A. That is right.

Q. Now, Mr. Sprain, in your capacity as a supervising official under Mr. Duvall, have you ever intimidated or denied to any employees here, or attempted to do so, their right to join labor organizations or select representatives?

A. No, sir; I have not.

Q. And have you understood that the company has given notices to their officials that these men have that right?

A. That is right.

Q. You have seen these notices posted in the garages?

A. You mean the N. R. A. notices?

Q. Yes.

A. Yes; I have noticed them posted.

Cross-examination:

Q. (By Mr. WATTS.) Your precise title is what, Mr. Sprain?

992 A. Assistant Manager of Maintenance.

Q. Of the Pensylvania Greyhound Lines, Inc.?

A. No. Pennsylvania Greyhound System.

Q. Are you an officer as well of the Pennsylvania Greyhound Lines, Inc.?

A. No; an employee.

Q. Now, as a matter of authority, you have authority as does Mr. Duvall to hire and fire the maintenance men on the lines of these respondents, don't you?

A. Well, I actually do very little hiring or firing because that is the job of the garage superintendents.

Q. I am asking you as a matter of authority, you could if you wanted to?

A. I could; yes.

Q. And Mr. Nyland in this particular Pittsburgh incident is your subordinate who would directly handle such matters, I take it?

A. Yes.

Q. In the exhibit which counsel just had identified by you there appeared the phrase, as nearly as I can recollect, "the men had some outside personal interest apparently." What did that refer to?

A. It had no particular reference to anything. The reason I put that in there was the few days I had been in Pittsburgh during this period I had noticed the apparent lack of interest on the part of the men, and the only thing I could explain it with was

993 that they had some outside interest.

Q. You didn't know what it was?

A. I had no idea at the time what it was.

Q. When was the first time you ever had any information from any source whatsoever that the men at the Pittsburgh garage were trying to form an independent labor organization?

A. Really the first information I ever had was, I think, some time around the 20th of June—some time around that period. It was within the few days I happened to be in the city.

Q. And from that time on I suppose you have heard about it off and on?

A. I was out of the city. I really didn't hear anything about it.

Q. Where did you get the information on or about the 20th of June?

A. I was in my office writing some letters and one of the employees stuck his head in the door. He said, "Carl, can I see you about a pass?" I said, "Certainly." He walked in and he had a pass request in his hand, and he stated—he said, "I do want a pass later on but I am just using this as a blind to come in here." I said, "What is on your mind?" And he said, "Well, I wanted to give you a little information," and he said, "Bob Davidson is trying to organize the men out here." He said, "In fact they had"—I don't know whether he said "meeting" or "meetings." He said, "I don't want to
994 stay in here because they will get suspicious," and he walked out.

Q. Without asking you to identify the man, was he one of the men discharged?

A. He was.

Q. He came to you and told you about the fact that a meeting was under way?

A. Absolutely; that is right.

Q. (By Mr. SMITH.) I would like to ask a few questions about this safety contest. How long did that run?

A. I believe at that time—I mean before—I believe it was twelve weeks, and I am under the impression it was extended to sixteen weeks. I may be mistaken.

Q. Twelve or sixteen weeks prior to the first of July?

A. No; I believe it ended June 30th.

Q. And was there some sort of a reward given to the garage?

A. As a general rule—I mean in every case they award a cup and the winning garage keeps its cup until the end of the next contest. Of course, if they then win it, they keep the cup; if they don't, it goes to the next garage. If any garage wins it, I think, three times, they get permanent possession of the trophy. In addition to that, there is usually a banquet or party or picnic of some kind held.

Q. What would the conduct of the men have to be around their work in order for a garage to win this particular contest?

A. As I said, it is more or less personal safety—that is,
995 becoming involved in what they call lost-time accidents. If a man has an accident and loses time, it is charged against the garage.

Q. In general, it indicated the men were careful around their work that they didn't have accidents?

A. Either careful or lucky; I don't know which.

Q. I suppose it means something to the company to have them be careful or they wouldn't institute the contests?

A. That is right.

Q. In other words, the question of care enters into it?
A. That is right.
Q. (By Chairman MADDEN.) Is this business of road failures—is that also a matter of either care or luck or a combination of both?
A. I think there is a small element of luck in there, but I think that the condition of a lot of road failures is a condition of the garage.
Q. (By Mr. CARMODY.) Are you a mechanical engineer?
A. I am not an M. E.; no.
Q. You have had mechanical experience?
A. Oh, yes.
Q. Have you worked in a garage yourself?
A. Ever since I have been out of High School I have been in maintenance or mechanical work.
Q. There is a relationship between skill and accident occurrence, isn't there? I mean a man who is really skillful in the
996 handling of his tools and knows his job isn't likely to have as many accidents as a man who isn't skilled at all?
A. No. Most of your accidents—sometimes a man will fall over something or he will get grit in his eye. He will be using an emery wheel. Of course, we have regulations covering all that. I think Pennsylvania has a state law that makes it a misdemeanor for any employee to use an emery wheel without goggles; and in some of our garages we have a copy of that law posted at our emery wheel. It is more or less involved in that type of accidents. Of course, they can be injured or slip off or something like that.
Q. What type of accident happens most frequently?
A. I don't know. I have never really analyzed the accidents. We have so few of them we don't get enough to really get any statistical figures on the subject.
Q. When this fellow who came in to see you and said, "Carl, I want to see you"—when he came in and told you that these men were organizing or that Davidson was organizing the men, what did you do then?
A. I did nothing.
Q. What effect did that have on you?
A. I took the information as was given. Personally, I have a very low regard for stool pigeons. I have had personal experience with them in the past and I don't have any faith in them whatsoever.
997 Q. Did you make any further inquiry of anybody about this matter?
A. No, sir; I didn't. The fact is I left town on the night of the 21st of July. I had to go to Washington. We were moving in a new garage up there and had some trouble with the equipment and I was up east until I think it was around the 10th or 11th of August.
Q. The information he gave you died right there?
A. It died. That is the way I wanted it to die.
Q. How does it come that he, an employee of that garage, knowing as he must have known that the officers of the company publicly stated to the men that they had a right to join a labor organization, how does it come he came to you with that information?

A. I don't know. Several months before this one of the men had told me that this employee had told him very confidentially that he was an undercover man for various officials of the company; and at that time I was positive that he was just setting him up as a one-man police department. I had no confidence in the man myself, and I had paid no attention to what he told me about this.

Q. Well, a few really good executives who were on the job and really knew what was going on in their own plant haven't any respect for or time for an undercover man; that is my experience in twenty years of executive work. But there are some people who still think they need it—weak men and men who have no confidence in themselves, a weak streak in them. I am glad to hear you say you have no confidence in them because you can place no confidence in them of that kind. But the information died right there?

998

A. That is right.

Q. Of course, you knew when he told you that that these men had a perfect right to organize, didn't you?

A. As far as I know, the men have always had this right; it has never been questioned whatever. I have never received any instructions or information they didn't have this right. In fact, I didn't pay much attention to it.

Q. Were you here the day Mr. Duvall came to Pittsburgh?

A. No, sir; I was in Washington.

Q. Was it customary for Mr. Duvall to discharge men in the garages?

A. He has done it; yes.

Q. When does a superintendent do that job and when does a higher executive do that job? What is the distinction?

A. In the normal routine that is usually done by the superintendent. Of course, the foreman has no authority to discharge a man. He could possibly suspend them or tell them they were through and would have to go see the superintendent. There are very few instances I have ever discharged a man.

Q. Wouldn't you think if you were superintendent of a plant of that size and character, with all the responsibility that lies on him in that job, if your superior officer came from Cleveland and pounced around that plant for a half a day and came in and fired a lot of men, that you would resign yourself; and wouldn't you, yourself, be so humiliated, feel you had so completely lost the respect of the rest of the men, that you would have to leave the organization if that is the way the job were done?

999

A. No; I don't believe you necessarily have to feel that way. It just depends on the circumstances. If you just laid down on the job and hadn't paid any attention to the job, and something like that happened, you should quit. No question about it.

Q. Wouldn't you feel if you had been superintendent under the circumstances and this was so bad that your superior officer had to come there and pick out men and discharge them in your presence, that perhaps you, yourself, were in some measure at least responsible for that?

A. I would feel bad about it; there is no question about that.

Q. Do you think that a man that was left on the job after that had been done by his superior officer in his presence has the same respect by his men, except the respect that grows out of fear? I am talking now as one shop man to another. I have been through it for years.

A. What do you mean by "fear"? Fear of whom?

Q. I mean the men who were left may have indicated respect by fear—out of fear; in other words, they scared the group by discharging a lot of men. That is one way to bring about what is called discipline.

A. I really haven't seen much fear over there.

1000 Q. There is no fear now on the part of the rest of the men?

A. Not as far as I can honestly see. I can't see there is any fear or trembling or anything like that.

Q. Most of them seem to feel secure of his job?

A. Yes.

Q. (By Mr. SMITH.) When did this man you have described as a stool pigeon make a report to you?

A. I didn't make a notation of the date or anything, but it was some time when I was in Pittsburgh during the middle of June or somewhere around that time. I was in Pittsburgh at that time, and I know it occurred during those days; whether it occurred the first day or second day or third day I can't remember.

Q. Hasn't there been a letter introduced here from you to Mr. Nyland complaining about the attitude of the men in the garage?

A. There was; July 21st this letter was written.

Q. Saying the outside association, not identifying it in any way, might be one of the reasons that explained this attitude?

A. That is right.

Q. The information that you received from this man in the middle of June had nothing to do with your expression in that letter?

A. No; I can't say that it had.

Q. You got that from other sources?

A. What I derived—writing the letter in that form—was more or less from observations and failures going on and personally riding some of this equipment. I ride this equipment; that

1001 is part of my job.

Q. How did you observe a man's outside association?

A. I don't believe I said I observed. I said apparently they must have some outside interests or something. I said, "Apparently." I didn't know what it was; I had no idea.

Q. There were a number of road failures so your hypothesis was the men must have some outside interests?

A. I wouldn't say I wrote that on account of the road failures, but I had been around the garage for two or three days, and I had observed an apparent lack of interest—talking, the men were congregated and I would go out and they would be watching me; and one would be peeking around the side of the coach. It was a bad condition that existed; no question about it.

Q. And you did not have that in your own mind—this report?

A. No. I passed that report off as bad information.

Q. (By Chairman MADDEN.) You mean you thought that wasn't happening?

A. I didn't take that as absolutely serious. In fact, if I knew it was happning and hearing that report from a stool pigeon I think I would be inclined not to believe it.

Q. It happened to be true, didn't it?

A. Apparently it did.

Q. The stool pigeon knew what he was talking about?

A. Apparently he did.

Q. I don't see why that wouldn't interest you as an efficient
1002 company executive. It seems to me that if I were a company executive, had taken the trouble, as Mr. Sundstrom testified, to form an Employees' Representation Plan, and then later I learned that my workmen were joining and being organized into an outside union, that it would suggest a lot of things to me. It would suggest, in the first place, that my Employees' Representation Plan wasn't satisfactory to the men; there was something wrong about it; it might need to be reformed and fixed up. It would suggest to me also that if they did form their union, that possibly they might use their economic power to strike and put me out of business. There would be many important ways in which I think a company executive would be interested in this fact, and yet you and a number of company executives here have testified to complete and perfect indifference to it. You heard it. It goes in one ear and out the other. You paid no attention. It seems to me there was inefficiency here, not only in the shop but among the executives.

A. There really wasn't much could be done.

Q. I can understand how you could regard it as a matter of concern to the company in the sense that it would affect the company one way or the other, and how you might regard it as of no concern to the company in the sense that you haven't any right to interfere in their doing it, that if they chose to do it, you should let them alone and let them do it. How you could be completely in-
1003 different to the fact, if it was actually a fact—the stool pigeon came and told you it was a fact—that you could keep from communicating that to other company executives and completely forget it; it just isn't convincing.

Q. (By Mr. CARMODY.) Well, is it true that you did forget it?

A. When I say "forget it", you can never really forget anything. I just passed it off as bad information and let it go at that.

Q. It had no relation to any action you took or any conversation you had with your fellow executives in regard to this?

A. No.

Q. (By Mr. SMITH.) You didn't believe it? Is that it?

A. I wouldn't say that I didn't believe it, but I took it with a grain of salt.

Q. (By Mr. CARMODY.) Had he ever come to you before?

A. No, sir.

Q. Why did he call you "Carl"?

A. Well, I have known this man—I knew him when he was in another garage, and the fact is a large percentage of the men do call me Carl.

Q. (By Mr. SMITH.) How long did you converse with him on this subject?

A. The whole conversation probably didn't take over a minute or minute and a half. It was very snappy and to the point and out he went.

(Witness excused.)

J. J. NYLAND was sworn and testified as follows:

1004 Direct examination:

Q. (By Mr. BOWEN.) Your name is J. J. Nyland?

A. That is right.

Q. And what is your position with Pennsylvania Greyhound Lines System?

A. Garage superintendent of Pittsburgh.

Q. At this local Pittsburgh garage?

A. That is right.

Q. And how long have you been employed by Greyhound Lines?

A. Going on eight years.

Q. In the mechanical capacities?

A. That is right.

Q. You have been a mechanic?

A. Yes, sir; I have.

Q. And worked at it in the bus industry?

A. That is right.

Q. Mr. Duvall testified that he instructed you to discharge mechanic J. Rihr for reasons which Mr. Duvall gave. How did it come that you discharged him instead of Mr. Duvall?

A. Why, Mr. Rihr wasn't there that day. He came in the next morning.

Q. And you then followed the instructions of Mr. Duvall and discharged him?

A. Yes, sir.

Q. When you discharged Mr. Rihr was there anything 1005 said at all about his union affiliations or anything?

A. I gave him the reason why he was discharged.

Q. Was the subject of union affiliations brought up at all?

A. No, sir.

Q. You didn't indicate to him at all that the company didn't want him to join a union—that he hasn't a right to join a union?

A. No, sir. There was no mention made of the union.

Q. You have known the policy of the company in that regard?

A. Yes, sir.

Q. It is their policy these men have got the right to join any union that they may choose?

A. Yes, sir.

Q. You also discharged mechanic D. Mathews on August 13th?

A. That is right.

Q. And some of the facts have been put into the record. Will you state just the reasons for discharging Mr. Matthews?

A. Why, along about—I can't just give you the exact date, but it was around the 10th or 11th of August, a driver came to me—as a matter of fact, it was driver Goodheart came to me and started razzing me about the way we were fixing buses. He said he pulled

into Akron with bus 569 and had to be pulled out of there on account of valve tappets being not properly adjusted. So I immediately got checking up on the service orders on this coach and
1006 checking back I discovered—I think it was the 5th of August that this coach was stamped up for the valve tappets to be checked, and Matthews had performed the work on it; and checking further on the 6th this coach came back in again and was reported to check valve as the motor was missing. So as I was checking this up—as a matter of fact, I had all intention of calling Matthews in at this particular time on account of these valve tappets, and I forget what the reason was right now, but it was the following day, along about the 12th or 13th—along in there—I don't remember the dates—that coach 569 left Pittsburgh and the left rear wheel came off on it, which, of course, was a road failure, and we had to dispatch another coach out to relieve this coach that had the road failure on account of the wheels; and the wheel lugs were all damaged; and I checked up on that at once and found out Matthews had also checked off the wheel lugs on that coach. So I immediately called him in and told him he was through on account of these facts.

Q. Did you tell him these things that had occurred and bring them to his attention as the reason for letting him go?

A. That is right.

Q. And did you indicate at that time or at any time that the company was letting him go because of any union affiliation?

A. No, sir; no union mentioned at all.

Q. He knew perfectly well what was the cause of his being brought in and discharged?

1007 A. Yes, sir. There was plenty of reason.

Q. Do you consider it a serious matter when wheels come off a motor bus?

A. Absolutely.

Q. About as serious a thing as could happen to a motor coach, isn't it?

A. I wouldn't want anything any worse.

Q. Those were the only two men of this complaint that you were involved in discharging?

A. That is right.

Q. The rest of them were taken care of by Mr. Duvall or Mr. Sprain?

A. That is right.

Cross-examination:

Q. (By Mr. Watts.) You are the nasal specialist, aren't you, Mr. Nyland?

A. Nasal?

Q. You are the follow that told the boys to keep their nose clean?

A. I don't know. That has more or less been my expression of saying that. I don't know of any particular cases.

Q. You have been here, haven't you throughout this proceeding each day?

A. Yes; I have.

Q. You have heard all the testimony that has been given here?

A. Yes, sir.

Q. When did you first know—have any information about
1008 the fact that the men were forming an independent organization of some kind around the Pittsburgh garage?

A. Why, about along the first of June some of the fellows, several of the employees that I have under me there in the shop, said there was a meeting of some kind at the Democratic Hall on Columbus Avenue.

Q. That there had been, you say?

A. Yes; there had been. Also, that the committeeman or somebody had told them to come to the garage that evening—had informed them that day to come to the garage, that they were going to have a meeting, or that is they understood it, as I got it from them, that it was an Employees' Association meeting which they usually have once a month or so. I don't know just how often they hold them. And when they got to the garage there was someone there to direct them over here to this hall, and they thought it was rather funny.

Q. They went over to the other hall?

A. That is right.

Q. And then told you what had happened over there?

A. Yes; they thought it was rather peculiar.

Q. They described to you after they had been shunted over to the second meeting place they found themselves in a union organization meeting?

A. They didn't say it was a union organization meeting.

Q. What did they tell you it was?

1009 A. I forget the exact words. They said something about B b Davidson being down there and was working on a charter or something.

Q. The substance of it was the men were over there having a meeting and forming some kind of a labor union. Without using the exact words, that is what they told you?

A. Well, they didn't seem to understand it themselves when they mentioned it to me.

Q. You were down with Mr. Bauer on the occasion of the second meeting of the men?

A. Yes; I was.

Q. You sat outside watching who went in?

A. We were sitting out there about half a block away.

Q. Did you make a list of the fellows going there that night?

A. No; I didn't.

Q. What were you down there for?

A. We were in one way or another invited down.

Q. Did you go in?

A. No; we didn't.

Q. Did you make your journey all the way down there because you were invited and then didn't go in?

A. During that day several of the fellows came up, more or less in a jest I imagine, and said—wanted to know if I was going to the meeting that night. I said, "What meeting is that", and they said Columbus Avenue and Beaver some place. I don't
1010 know the exact streets.

Q. You knew it was a union meeting, didn't you?

A. No; I didn't.

Q. Had anybody told you it was a union meeting?
A. No.
Q. What did you think it was? What kind of meeting did you think it was?
A. Well, I didn't know. It was more or less curiosity Mr. Bauer and I went down there through all these jests we had heard that day.
Q. How long did you stay there?
A. Oh, we was there half an hour I imagine.
Q. Did you talk to anybody?
A. We seen several of the men that passed and we said hello.
Q. They were going in then, weren't they?
A. No; they were going in the opposite way.
Q. Coming out?
A. No; they were standing out front and walked by the car and walked down the street and back again.
Q. You were there before the meeting instead of after the meeting?
A. That is right.
Q. How did you expect to satisfy your curiosity as to what the meeting was about by sitting out there on the street?
A. I don't know. We first as a curiosity went down to find out what was going on.
1011 Q. You didn't want to find out which of the men in the garage were interested in some outside organization and went down there to satisfy that kind of curiosity, did you?
A. No, sir.
Q. You have heard here for the last several days the testimony of each of these men who are the subject of this complaint, their statements as to what you said to them in reference to their joining unions? You have heard all of that?
A. I have heard the statements; yes.
Q. Were you out there on those two occasions to meet McKelvey at night?
A. Yes, sir.
Q. He had this other gentleman with him, did he?
A. The first time I met McKelvey he had another fellow with him. I don't know who he was. He was at a distance away in his car.

Redirect examination:

Q. (By Mr. Bowen.) Mr. Nyland, your relations with your employees at this garage are friendly?
A. Yes, sir.
Q. You have had no personal trouble with any of these men, have you?
A. As a matter of fact, all the time we have had this Employees' Association I have never had any grievance of any type brought up by the committeeman that I wasn't able to take care of to their satisfaction.
1012 Q. You were the man who was standing for the complaints of the higher officials of this company for conditions at this garage?
A. Yes, sir; I got plenty of them.
Q. And you knew this condition had to be corrected?
A. Yes, sir.

Q. (By Mr. CARMODY.) How long have you been in the transportation business?

A. Thirteen years.

Q. You started in Pittsburgh?

A. No, sir. I started with the Chicago Motor Coach Company in the bus end of it.

Q. You have seen a very considerable development of bus transportation, haven't you, over the country?

A. Yes, sir.

Q. That would come within your own memory? You realize that the railroads also carry passengers and carry freight?

A. That is right.

Q. Do you know that there are upwards of a million men in the transportation business who are in regularly set up labor organizations—deal regularly with their employers through their elected representatives? Do you know that?

A. I am not familiar with that.

Q. You are not familiar with what goes on in the transportation business outside of the bus business?

A. That is right.

1013 Q. You are not conscious of the fact then that even the shop men on practically all of the railroads in the United States are dealing with their employers through their regular unions?

A. No; I don't.

Q. You don't know even the men on the Pennsylvania Railroad, which is a part owner of this, deal with their employers through the regularly elected representatives—not all of them so-called standard trade unions; some of them so-called company unions; but the company says the men may themselves select their own representatives and they will deal with any of them? And you don't know in the last year part of that system has been broken off and captured, as they say, by the standard unions from the company unions, and they now have agents?

A. No.

Q. So when you sat outside and watched these men go into what turned out to be organized union, you didn't know the men on the transportation industry in other lines had that freedom?

A. I didn't try to stop anybody from joining the union.

Q. You have not dealt with organized men in your experience?

A. No.

Q. Did you have any experience with any Employees' Representation Plan before this was instituted here?

A. No.

Q. What part did you play in that Plan?

A. None whatever.

1014 Q. You had no part in any of these committees set up?

A. The only part I play was a committeeman coming up to me in regard to any grievance.

Q. You, yourself, were not a member of any of these management committees set up to deal with the employee representation?

A. None whatever.

Q. So you had no experience except in the handling of grievances?

A. That is right.

Q. You were always able to adjust those grievances without their going farther?

A. That is right.

Q. (By Chairman MADDEN.) I didn't get what you said about when you were over at the meeting hall that night. Did you say that the men you saw were coming from the meeting or going to the meeting or just walking past?

A. They were just around the street there; on the street they were walking by and back again.

Q. I don't understand still.

A. We were parked on the side of the street, and this group of men just walked by and walked back again—walked down the street and back again.

Q. When they walked by you were they walking toward the union meeting?

A. No; away.

Q. Then they walked back again?

1015 A. That is right.

Q. Did they go to the meeting?

A. I don't know. I don't know anything about that.

Q. Why don't you know?

A. I didn't know where it was at. I know they went in a door there. I don't know where they went. They might have been going to a dance for all I knew.

Q. (By Mr. CARMODY.) Mr. McKelvey testified to a list that you showed him in the car. Did you have a list?

A. No, sir.

Q. You never had a list?

A. No, sir.

Q. Did you ever know before you came to these hearings that any of these men was a member of the union?

A. No, sir.

Q. Or that he had attended one of those union meetings?

A. No, sir.

Q. (By Chairman MADDEN.) Didn't you see them over there that night?

A. I saw them, but I didn't know they joined the union. I didn't know what it was all about, as a matter of fact.

Q. Didn't you testify you knew before you went over there that was a union meeting? The men at the shop told you it was?

A. They said something was going on, they were having a meeting. I didn't know what kind of a meeting.

Q. A moment ago you said it might have been a dance.

1016 You didn't think it was a dance, did you?

A. I said I saw them going into the building. I didn't know whether it was a meeting or what it was.

Q. (By Mr. CARMODY.) Did you and Mr. Duvall have any conversation about the situation?

A. No, sir.

Q. You never had any discussion with him about these men and the activities around the garage? Did he never know these men had suggested you go to the meeting?

A. What?

Q. Did he never know from you there was any talk about that in the shop?

A. No.

Q. He never knew?

A. He never knew.

Q. How did he find out about these activities going on there?

A. I am sure I don't know.

Q. You never had any conversation with him about it?

A. No; I didn't think anything about it.

(Respondent's Exhibits 32–A, 32–B, and 32–C, Witness Nyland, marked for identification.)

Q. (By Mr. Bowen.) One of the members of the Board called my attention to the fact there is nothing in the record relative to designating these men and the numbers appearing on the record cards. Showing you Respondent's Exhibits 32–A, 32–B, and 32–C,
1017 and calling your attention to the list of the men in the left-hand column, with the numbers appearing to tneir left, is that the so-called clock numbers of the men?

A. That is right.

Q. This record was taken from the record in your garage?

A. That is right.

Mr. Bowen. We offer in evidence this exhibit, being only that part of it that lists the names of the men with their clock numbers on the lefthand side.

Mr. Watts. No objection.

(Respondent's Exhibits 32–A, 32–B, and 32–C for identification, Witness Nyland, received in evidence.)

Mr. Bowen. We rest.

Clinton S. Golden recalled.

Direct examination:

Q. (By Mr. Watts.) Mr. Golden, you have testified heretofore that in company with the United States Commissioner of Conciliation Finn you went to the premises 1010 Liberty Avenue, Pittsburgh, and there had a conversation with Mr. Crawford on the subject of the industrial relations then existing in this garage here at Pittsburgh, the garage of these respondents. Can you tell me what day that took place on?

A. Well, I think, if I can consult the copy of my report, that it was on Thursday, August 8th.

Q. Did you on a date subsequent to that make an official
1018 report of your visit?

A. I did.

Q. What was the date of your report?

A. August 14th.

Q. Have you that report in your hand at this time?

A. I have.

Q. I now ask you to state those matters which were, by Commissioner of Conciliation Finn, presented to Mr. Crawford as the subject matters which he was there to discuss and conciliate if he could.

A. Could I read my report into the record in so far as it deals with that?

Q. You can refer to that document as much as you wish.

Mr. BOWEN. I don't think he ought to read the report. The question is what he brought to the attention of Mr. Crawford.

A. The specific matters that were brought to the attention of Mr. Crawford were as follows: Mr. Finn charged—

(a) That the company had interfered with self-organization of employees and had set up a so-called company union.

(b) That a continual policy of intimidation and coercion was being followed by Company officials in an effort to prevent the employees from affiliating with the Amalgamated Association of Street and Electric Railway Employees.

(c) That specifically eight employees, whose names will be found on the attached Memorandum, were discharged on July 30.

1019 Q. Those were the men named in this complaint with one exception?

A. Yes.

Q. The exception being Mr. Maxwell who was discharged after your visit there?

A. I think so.

(d) That the Company had employed approximately one hundred additional employees to be used as strike breakers in anticipation of a strike.

(e) That the Company was violating the provisions of the Wagner Labor Disputes Act by financially aiding the so-called company union and paying officers of same their salaries while engaged in attempting to adjust grievances.

Q. Did or did not the United States Commissioner of Conciliation state to Mr. Crawford that the officials of the Amalgamated Association had threatened to strike to put an end to this coercion conduct on the part of the company?

A. He did.

Q. What replies, if any, did Mr. Crawford make to the specific matters brought up by the Commissioner?

A. I should like to read from the report the reply Mr. Crawford made to each one of these allegations. With reference to (a)——

Q. (By Chairman MADDEN.) What are you reading from?

A. The report to the National Labor Relations Board on the conference with Mr. Crawford on Thursday, August 8th.

Q. The notes which you made?

1020 A. Which I made at the meeting, which became the substance of a report later filed.

Q. Did you make them at the meeting?

A. Made the notes at the meeting, and the report was made up from the notes at the office at a later date.

Q. Go ahead.

A. With reference to (a), which was the charge of interference with self-organization and the setting up of the so-called company union, Mr. Crawford denied that officials of the Company had interfered with the employees in developing an organization of their own or in otherwise exercising their rights under the law. He admitted that the Company had taken the initiative in launching an employee representation plan after the National Industrial Recovery Act became effective in 1933 and stated that he understood such action was necessary in order to comply with the law. With regard to (b),

which was the charge of intimidation and coercion, Mr. Crawford denied that either he or any of his associates had in any way threatened employees with dismissal if they joined an outside independent union. With regard to (c)—that is the eight employees who were discharged on July 30th—he stated that but two of the eight employees mentioned had been discharged, and in these cases they were discharged for responsibility for certain road failures and accidents clearly traceable to them. The other six employees he contended had been furloughed due to the decision of the Company to
1021 transfer certain of their major repair work to other points.

With regard to (d) that the company had employed one hundred additional employees to be used as strike breakers, Mr. Crawford denied that one hundred strike breakers had been hired in anticipation of a strike and contended that but seventy-five new employees had been added to the Company's payrolls in the spring in anticipation of an increase in business which usually came about during the summer. He stated the Company's policy was to guarantee all employees a minimum wage of $65.00 per month whether they were employed full time or not and contended that of the seventy-five new employees hired all of them were working a sufficient number of hours per month to earn in excess of the $65.00 guaranteed minimum monthly wage. With regard to (e), which was the charge that the company was violating the provisions of the Wagner Labor Disputes Act, Mr. Crawford admitted that the Company had paid expenses of the so-called Company union committeemen in connection with their efforts to adjust grievances of employees under the employee representation plan.

Cross examination:

Q. (By Mr. BOWEN.) Mr. Golden, you are reading from a report you say you made to the National Labor Relations Board?

A. Yes, sir.

Q. That was before this present Board was appointed?

A. Yes, sir.

Q. You have been quite active in this case, haven't you, in
1022 gathering evidence as against the respondents?

A. Yes, sir.

Q. And you are a union labor man yourself?

A. I always have been.

Q. Now, hasn't it been your purpose—hasn't it been discussed between you and other leaders of organized labor of the American Federation of Labor that the case they wanted under this law was against Greyhound Lines because Greyhound Lines was an instrumentality of interstate commerce?

A. Well, the interstate character of the business has been discussed. I don't know that we went looking for a case against the Greyhound Company. It came to us.

Q. Well, wasn't it when you got this case you said, "Well, now, we have got the case to make a test on this law?"

A. I don't recall ever making that statement.

Q. And it has been discussed between you and other union leaders that you want to make a test of this case, and that is the reason you are dragging this organization in before the Labor Board and that you have knowledge of the dispute between the Mechanics

Union and the Local of the Amalgamated relative to the jurisdiction over these men?

A. I have knowledge that there has been some change of the jurisdiction of the Amalgamated.

Q. And that there has been talk as between you and the head of this Local or the officials of the Amalgamated and the officials
1023 of the Mechanics Union that if the Mechanics Union would lay off this thing until they heard this case through the court, that then these men would be turned over to the Mechanics Union?

A. No; I have made no such arrangement as that because I have no authority.

Q. Didn't you know of that understanding and heard it discussed?

A. The question of the other organization claiming the right to have these employees I do know about. I did call to their attention the fact that it would confuse the issue if they made that claim at this time, and I suggested they will meet with the representatives of the Amalgamated Association in an attempt to adjust that between themselves.

Q. And that you have notified labor leaders that have complained for not taking any action on the complaints under this law—others than the Greyhound Lines—to lay off for a while until we get this law tried out on Greyhound Lines?

A. I have not said that.

Q. That discussion hasn't taken place, and you haven't told some of the complainants about that?

A. That isn't true.

Q. Why were you so anxious to send this to Washington without attempting to adjust it?

A. Sending what to Washington?

Q. This case against Greyhound Lines—further than what you did?

1024 A. What else could I have done?

Q. You were interested in industrial peace, weren't you?

A. Exactly; and for that reason this case was referred to the Bureau of Conciliation originally, so it might be settled before it was brought up under the law.

Q. And you were informed just as soon as I could get my breath I would come to Pittsburgh and discuss this matter?

A. No, I wasn't.

Q. Didn't you talk to Mr. Sundstrom?

A. I did.

Q. Didn't you have a conversation over the phone with him?

A. I did.

Q. Didn't he tell you we could discuss it in about ten days?

A. He told me you would not be available to participate in any conference for about two weeks.

Q. Well, two weeks then. So you understood I could get back here?

A. I would like——

Q. (By Mr. WATTS.) Following that did you report to the Director of the Bureau of Conciliation?

A. Yes, sir.

Q. And with that report was your association with the conciliation attempt at an end? That ended your responsibilities as far as conciliation was concerned?

Yes, sir.

1025 Q. (By Mr. BOWEN.) You do know it has been talked of among the labor leaders with which you associate that they aren't concerned with the disposition of these men involved in this case, but they are concerned in trying out the constitutionality of the Wagner Labor Relations Board on Greyhound Lines because it is the one instrumentality engaged in interstate commerce?

A. I know no such thing.

Q. You have never heard that discussed?

A. I have heard discussions, but there has been no attempt made to set aside the interests of these men in favor of testing the constitution under the Act.

Q. Do you know any reason why before I left my home in Minneapolis and after I sent a wire to the National Labor Relations Board which informed them for the first time I was going to represent Greyhound Lines, that there should mysteriously come to my office a couple of men, one of whom belonged to the American Federation of Labor and whom I knew, and the other whom I do not; as they came in the door of my office this stranger shut the door and they sat down and began inquiring as to whether or not I represented certain clients whose affiliation was asked with certain organizations in Minneapolis on a question of Mr. Sundstrom—one of which was the Vigilanti so-called Committee, and the other was named Reliance? Do you know whether or not such men were sent to my office before I came down here?

A. I know nothing of it. It is the first I heard of it.

(Witness excused.)

1026 Mr. WATTS. I rest.

Chairman MADDEN. Let the record show that Mr. Bowen waived the privilege of an oral summation and closed the case. Both parties were granted the right to present a written summation and argument by November 15th, to be submitted to the Board in Washington.

Mr. Bowen offers to permit an agent of the Board to examine the files of the confidential reports submitted by Railway Audit and Inspection Company through the Pennsylvania Railroad police, and to have copies of any such reports as are thought by the agent to be relative to this inquiry.

(Whereupon, at 5:30 p. m., October 26, 1935, the hearing in the above entitled matter was closed.)

NOTE.—All exhibits filed separately as physical exhibits.

46939—36——34

U. S. GOVERNMENT PRINTING OFFICE: 1936

IN THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 6007. March Term, 1936

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY, RESPONDENTS

Petition for the enforcement of an Order of the National Labor Relations Board

To the Honorable the Judges of the United States Circuit Court of Appeals for the Third Circuit:

The National Labor Relations Board (hereinafter referred to as the Board), pursuant to the authority conferred upon it by the provisions of an Act of Congress approved July 5, 1935 (Public No. 198, 74th Congress, 49 Stat. 10, 29 U. S. C., Sec. 160 (e)), known as the National Labor Relations Act, respectfully petitions this Honorable Court for the enforcement of a certain order issued by it in a proceeding instituted by said Board against respondents Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company. Said proceeding is known upon the records of the Board as Case No. C–1, the title thereof being "In the matter of Pennsylvania Greyhound Lines, Inc., Greyhound Management Company, Corporations, and Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America."

In support of such petition, petitioner respectfully shows:

(1) Respondent Pennsylvania Greyhound Lines., Inc., is and at all times herein mentioned was, a corporation organized under and existing by virtue of the laws of the State of Delaware.

(2) Respondent Greyhound Management Company is, and at all times herein mentioned was, a corporation organized under and existing by virtue of the laws of the State of Delaware.

(3) By reason of the matters set forth in paragraphs (1) and (2) hereof, this Court has jurisdiction of this petition under Section 10 (e) of the said National Labor Relations Act.

(4) On the 9th day of October, 1935, a charge having been theretofore duly filed with the Board by Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America, the Board issued its complaint charging that the respondents had engaged and were then engaging in certain unfair labor practices affecting commerce within the meaning of said National Labor Relations Act. On the 10th day of October, 1935, said complaint, together with a notice of hearing thereon, was duly served upon respondents.

(5) Thereafter, on the 22nd day of October, 1935, and on each day thereafter up to and including the 26th day of October, 1935, the Board, pursuant to its said notice, held a hearing on the charges stated in said complaint. At said hearing the respondents, appearing specially by counsel for such purpose, moved to dismiss the said complaint. Upon the denial of said motion by the Board, respondent duly filed their answers to said complaint. Thereupon testimony and other evidence with respect to the charges stated in said complaint were adduced by the parties to said proceeding, including respondents, who were present and represented at said hearing by counsel and by certain of their officers and agents.

(6) Thereafter, on the 7th day of December, 1935, the Board having duly considered the matter and being sufficiently advised in the premises, and being of the opinion upon all the testimony and evidence that respondents had been and then were engaged in certain unfair labor practices affecting commerce within the meaning of said National Labor Relations Act, duly stated its findings of fact and entered the following order directed to respondents:

ORDER

On the basis of the findings of fact and conclusions of law, and pursuant to Section 10, Subdivision (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondents, Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, and their officers and agents, shall:

1. Cease and desist from in any manner interfering with, restraining, or coercing their employees, including the employees of the Pennsylvania Greyhound System, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act;

2. Cease and desist from discouraging membership in Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, or any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, by discrimination in regard to hire or tenure of employment or any term or condition of employment;

3. Cease and desist from in any manner dominating or interfering with the administration of the Employees Association of the Pennsylvania Greyhound Lines, Inc., or any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, and from contributing financial or other support to the Employees Association of the Pennsylvania Greyhound Lines, or to any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, except that nothing in this paragraph shall prohibit the respondents from permitting

their employees to confer with them during working hours without loss of time or pay;

4. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Offer to Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr immediate and full reinstatement, respectively, to their former positions, without prejudice to their seniority or other rights and privileges previously enjoyed:

(b) Make whole said Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr for any losses of pay they have suffered by reason of their discharge by payment, respectively, of a sum of money equal to that which each would normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, computed at the wage rate stated in the findings of fact as the rate each was paid at the time of discharge, less the amount which each earned subsequent to discharge, as shown in the findings of fact:

(c) Withdraw all recognition from the Employees Association of the Pennsylvania Greyhound Lines, Inc., as representative of their employees, including the employees of the Pennsylvania Greyhound System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work:

(d) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof:

And it is further ordered that:

5. The complaint be, and it hereby is, dismissed with respect to the discharges of Albert Burns, Emil Law, Erwin D. Matthews, and Robert Maxwell.

(7) The said order was duly served upon respondents and is, and at all times since its said issuance and service has been, in full force and effect.

Wherefore, the Board petitions this Honorable Court for the enforcement of its said order of December 7, 1935, and pursuant to Section 10 (e) of said National Labor Relations Act certifies and files with this petition a transcript of the entire record in the proceeding before the Board, including the pleadings, the testimony and evidence, the findings of fact, and said order of the Board.

The Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon respondents, and that this court take jurisdiction of the proceeding and of the questions determined therein, and make and enter upon the pleadings, testimony, and evidence and the proceedings set forth in such transcript, and upon the order made thereupon, a decree enforc-

ing in whole said order of the Board and commanding respondents, their officers, agents, and representatives, to comply therewith.

(S.) J. WARREN MADDEN,
Chairman.

(S.) JNO. M. CARMODY,
Member.

(S.) EDWIN S. SMITH,
Member.

NATIONAL LABOR RELATIONS BOARD.

(S.) CHARLES FAHY,
General Counsel, National Labor Relations Board,
Washington, D. C.

DISTRICT OF COLUMBIA, *ss:*

J. Warren Madden, being duly sworn, deposes and says that he is the Chairman of the National Labor Relations Board and makes this affidavit on behalf of said Board; that he has read the foregoing petition and has knowledge of the facts stated therein; and that the statements made in the foregoing petition are true to the best of his knowledge and belief.

[SEAL] (S.) J. WARREN MADDEN,
Chairman, National Labor Relations Board.

Subscribed and sworn to before me, this 10th day of December, 1935.

(S.) JOHN E. LAWYER,
Notary Public, District of Columbia.

JAN. 24, 1936.

I. BOWEN,
Room 831, Tower Building, Washington, D. C.

Please take notice that on January thirtieth at twelve o'clock noon an application will be made before Honorable J. Whittaker Thompson, judge of the United States Circuit Court of Appeals for the Third Circuit, at room three hundred seven, Federal Building, Philadelphia, for an order granting leave to the National Labor Relations Board to withdraw its petition now on file in said court in the matter of Pennsylvania Greyhound Lines et al.

ROBERT B. WATTS,
Acting Associate General Counsel.

(Endorsements:) Notice of Application for an Order granting withdrawal of appeal. Received & Filed Jan. 31, 1937. Wm. P. Rowland, Clerk.

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT, RESPONDENTS

No. 6007. March Term, 1936

And Now, this 31st day of January 1936, hearing having been had on January 30, 1936, at 12:00 o'clock noon, in Chambers pursuant to notice to the attorneys for the respondents, Pennsylvania Greyhound Lines, Inc., and Greyhound Management, a copy of which is hereto attached, and all parties interested being represented by counsel at said hearing, it is this 31st day of January 1936 ordered that the application of the National Labor Relations Board to withdraw its petition pending in this Court in the above entitled proceedings be denied; without prejudice to the right of the National Labor Relations Board to renew such application to the Court at its session beginning Monday, March 2, 1936.

J. W. THOMPSON,
U. S. Circuit Judge.

(Endorsements:) Notice of Application for an Order Granting withdrawal of appeal and Order Denying Motion to Withdraw Appeal, etc. Received & Filed January 31, 1936. William P. Rowland, Clerk.

In the United States Circuit Court of Appeals for the Third Circuit

No. —. December Term, 1935

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY, RESPONDENTS

Answer in the nature of cross bill

Come now the respondents, Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, and show to the Court

I

That the proceedings referred to in the Petition herein entitled: "In the Matter of Pennsylvania Greyhound Lines, Inc., Greyhound Management Company and Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employes of America."
were had before the National Labor Relations Board, and said Board issued its Order, all as more fully appears from the record herein.

II

That on the 24th day of August, 1935, the President, pursuant to Section 3 (a) of the National Labor Relations Act, appointed J. Warren Madden, Chairman; John M. Carmody and Edwin S. Smith as original members of the National Labor Relations Board; that said J. W. Madden and Edwin S. Smith on August 27, 1935, and said John M. Carmody on October 1, 1935, assumed office as members of said Board under such appointment; that prior thereto no member of the National Labor Relations Board had ever been appointed or qualified under said Act.

III

That said proceedings and Order were and are invalid, null and void, and of no effect as to respondents for the following reasons:

(a) That said J. Warren Madden, John M. Carmody, and Edwin S. Smith, and the National Labor Relations Board, had no jurisdiction over respondents, or either of them, on the grounds as set forth in the Special Appearance made for said respondents prior to the hearing on the Complaint, as more fully shown by the record herein.

(b) That said J. Warren Madden, John M. Carmody and Edwin S. Smith, and said National Labor Relations Board; had no jurisdiction over the respondents, or in said proceeding, for the reason that said National Labor Relations Board was not in existence at the times alleged in the Complaint, charging respondents with violation of the National Labor Relations Act.

(c) That the National Labor Relations Act, approved July 5, 1935 (Public, 198, 74th Congress), is invalid, void, and in contravention of the rights, immunities, and privileges of said Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company under the Constitution of the United States of America in

(1) That it delegates legislative power to the National Labor Relations Board contrary to and in violation of Section One of Article One of said Constitution of the United States.

(2) That it delegates judicial power to the National Labor Relations Board contrary to and in violation of Section One and Section Two, Paragraph 1, of Article Three of said Constitution of the United States.

(3) that it deprives respondents of liberty and property without due process of law and takes the private property of respondents for public use without just compensation in violation of Article Five of the Amendments to the Constitution of the United States.

(d) That Section 8, Section 9, and Section 10 of the National Labor Relations Act, approved July 5, 1935, are invalid, null, and void in that such sections and paragraphs of the National Labor Relations Act and the acts of the National Labor Relations Board pursuant thereto deprive Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondents, of liberty and property without due process of law and take the private property of respondents for

public use without just compensation in violation of Article Five of the Amendments to the Constitution of the United States.

(e) That Section 8, paragraphs (1), (2), and (3), of the National Labor Relations Act, approved July 5, 1935, and the National Labor Relations Board, acting pursuant thereto, seek to abridge the freedom of speech of Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondents, contrary to and in violation of Article One of the Amendments to the Constitution of the United States of America and to deprive said respondents of liberty and property without due process of law in violation of Article Five of the Amendments to the Constitution of the United States.

(f) That Section 10 of the National Labor Relations Act and the National Labor Relations Board, acting pursuant thereto, deny Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondents, the right of trial by jury and the right to have facts so tried examined in a Court of the United States according to the rules of the common law, contrary to and in violation of Article Seven of the Amendments to the Constitution of the United States, and confer upon said National Labor Relations Board judicial power in violation of Section One and Section Two (1) of Article Three of the Constitution of the United States, and in violation of said respondents' rights thereunder.

(g) That said National Labor Relations Act, and said National Labor Relations Board, acting pursuant thereto, exercise powers contrary to the reservations of Article Nine and Article Ten of the Amendments to the Constitution of the United States and in violation of the rights of Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondent companies, thereunder.

(h) That Section 10, subsection "C" of the National Labor Relations Act, and the acts of the National Labor Relations Board, pursuant thereto, are so uncertain, indefinite, oppressive, arbitrary, and discriminatory as to deprive respondents of liberty and property without due process of law and take the private property of respondents for public use without just compensation in violation of Article Five of the Amendments to the Constitution of the United States.

IV

That the Decision and Order of the National Labor Relations Board is invalid, null, and void, and of no effect as to respondents on the grounds recited in Section III above.

V

That the Order of the National Labor Relations Board is invalid, null, and void, and of no effect for the reason that it is not supported by the Findings or by the evidence.

VI

That the Findings of said Order of the National Labor Relations Board are invalid, null, and void and of no effect for the reason that they are not supported by and are contrary to the evidence.

VII

That the Order of the National Labor Relations Board and said proceedings are contrary to law and the evidence.

VIII

That the Findings and Order of the National Labor Relations Board are invalid, null, and void by reason of errors of law in the rulings and Decision of the National Labor Relations Board occurring at the hearing and noted in the Record.

IX

That the National Labor Relations Board erred in refusing to dismiss the Complaint and proceedings upon respondents' objections to the jurisdiction of the Board and its members at the opening of the hearing, and in refusing to dismiss the Complaint upon respondents' motions during the course of the proceeding, all as noted in the record.

X

That the proceedings before the National Labor Relations Board and the Order of the Board were and are invalid, null, and void for the reason that no "labor dispute" was involved under the provisions of the National Labor Relations Act.

XI

That the proceedings before the National Labor Relations Board and the Order of the Board were and are invalid, null, and void for the reason that no charge was pending before the Board against the respondents which would empower the Board to issue a complaint under the National Labor Relations Act.

XII

That the proceeding before the National Labor Relations Board and the Order of the Board were and are invalid, null, and void in that the respondents, or either of them, are not engaged in commerce within the meaning of that term as defined in the National Labor Relations Act, or under Article One, Section Eight (3) of the Constitution of the United States.

XIII

That the proceeding before the National Labor Relations Board and the Order of the Board were and are invalid, null, and void in that the Order of the Board does not pertain to a subject matter within the definition of "commerce" or "affecting commerce" as defined in the National Labor Relations Act; nor is Congress empowered under the Constitution of the United States and particularly under Article One, Section Eight (3) of the Constitution of the United States, to legislate upon the subject matter of the complaint, and of the Order of the Board, and that the power to so legislate concerning such subject matter is expressly prohibited to Congress by Article Nine and Article Ten of the Amendments to the Constitution of the United States.

XIV

That said proceedings and Order of the National Labor Relations Board are invalid, null, and void in that the same are not within the judicial powers delegated to the Federal Government under Article Three, Section Two, of the Constitution of the United States, and therefore deprive respondents of their liberty and property without due process of law and take the private property of respondents for public use without just compensation in violation of respondents' rights under Article Five of the Amendments to the Constitution of the United States.

XV

That the Findings and Order of the National Labor Relations Board are so unreasonable, oppressive, and arbitrary that the same deprive the respondents of liberty and property without due process of law in violation of Article Five of the Amendments to the Constitution of the United States.

XVI

That the conduct of the proceedings at the hearing and the attitude of the members of the National Labor Relations Board and the employes thereof, exhibited and expressed during the hearing, were so arbitrary and biased as to deprive respondents of a fair trial of the facts, in violation of respondents' rights guaranteed under Article Five of the Amendments to the Constitution of the United States.

XVII

That the Order of the Board is invalid, null, and void by reason of the consideration by the Board of evidence introduced by an agent for the National Labor Relations Board obtained in violation of the immunities of the respondents against unreasonable searches and

seizures, protected by Article Four of the Amendments to the Constitution of the United States.

XVIII

That the Decision and Order of the Board are contrary to and in violation of Sections 7, 8, 9, and 10 of the National Labor Relations Act.

XIX

That except as to the allegations of the Petition herein admitted the same is in all things denied.

Wherefore, the respondents pray this Honorable Court that it make and enter, upon the pleadings, testimony, and proceedings herein set forth in the record, its decree setting aside the Order of the National Labor Relations Board.

PENNSYLVANIA GREYHOUND LINES, INC.,
GREYHOUND MANAGEMENT COMPANY,
Respondents.

By IVAN BOWEN,
1650 Rand Tower, Minneapolis, Minnesota.
CHARLES H. YOUNG,
New Castle, Pennsylvania.
Their Attorneys.

STATE OF MINNESOTA,
County of Hennepin, ss:

Ivan Bowen, being first duly sworn, deposes and says that he is one of the attorneys for the respondents in the above entitled proceeding; that he has read the foregoing Answer in the Nature of Cross Bill and that the same is true except as to matters therein stated on information and belief and as to such matters he believes it to be true; that he is duly authorized and has authority to make this verification for and on behalf of said Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, respondents.

IVAN BOWEN.

Subscribed and sworn to before me this 25th day of February 1936.

[SEAL] LEONARD W. SIMONET,
Notary Public, Hennepin County, Minn.

My Commission Expires June 18, 1938.

(Endorsements:) Answer in the Nature of Cross Bill. Received & Filed Feb. 29, 1936. Wm. P. Rowland, Clerk.

In the United States Circuit Court of Appeals for the Third Circuit

No. 6007. March Term, 1936

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY, RESPONDENTS

And afterwards, to wit, the 1st day of April 1936, come the parties aforesaid by their counsel aforesaid, and this case being called for argument sur pleadings and briefs, before the Honorable Joseph Buffington, Honorable J. Warren Davis, and Honorable J. Whitaker Thompson, Circuit Judges, and the Court not being full advised in the premises, takes further time for the consideration thereof.

In the United States Circuit Court of Appeals for the Third Circuit

No. 6007. March Term, 1936

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT CO., RESPONDENTS

Sur petition for rehearing

And now, to wit, September 8, 1936, after due consideration, a rehearing in the above-entitled case is hereby ordered.

PHILADELPHIA.

J. WARREN DAVIS,
Circuit Judge.

(Endorsements:) Order for Rehearing. Received & Filed, September 8, 1936. William P. Rowland, Clerk.

In the United States Circuit Court of Appeals for the Third Circuit

No. 6007. March Term, 1936

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

PENNSYLVANIA GREYHOUND LINES, INC., ET AL., RESPONDENTS

And afterwards, to wit, the 6th day of October 1936, come the parties aforesaid by their counsel aforesaid, and this case being called for re-argument sur pleadings and briefs, before the Honorable Joseph Buffington, Honorable J. Warren Davis and Honorable J. Whitaker Thompson, Circuit Judges, and the Court not being fully advised in the premises, takes further time for the consideration thereof.

United States Circuit Court of Appeals for the Third Circuit

No. 6007. March Term, 1937

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

PENNA. GREYHOUND LINES ET AL., RESPONDENTS

Appeal from the National Labor Relations Board

And now, to-wit: this 7th day of May, A. D. 1937, it is ordered that Hon. Oliver B. Dickinson, District Judge for the Eastern District of Pennsylvania, and Hon. _____, District Judge for the _____ District of _____, be, and he is hereby assigned to sit in above case in order to make a full court.

JOSEPH BUFFINGTON,
Senior Circuit Judge.

(Endorsements:) Order Assigning Hon. Oliver B. Dickinson for argument. Received & Filed May 7, 1937. William P. Rowland, Clerk.

United States Circuit Court of Appeals for the Third Circuit

No. 6007. March Term, 1937

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

PENNSYLVANIA GREYHOUND LINES ET AL., RESPONDENTS

And afterwards, to wit, the 27th day of April, 1937, come the parties aforesaid by their counsel aforesaid, and this case being called for argument on petitioner's motion for disposition of the case, before the Honorable Joseph Buffington and Honorable John Biggs, Jr., Circuit Judges, and the Court not being fully advised in the premises, orders that the case be re-argued, owing to the illness among the judges who originally heard the matter.

United States Circuit Court of Appeals for the Third Circuit

No. 6007. March Term, 1937

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

PENNSYLVANIA GREYHOUND LINES ET AL., RESPONDENTS

And afterwards, to wit, the 7th day of May, 1937, come the parties aforesaid by their counsel aforesaid, and this case being called for re-argument sur pleadings and briefs, before the Honorable Joseph Buffington, and Honorable John Biggs, Jr., Circuit Judges, and

Honorable Oliver B. Dickinson, District Judge, and the Court not being fully advised in the premises, takes further time for the consideration thereof,

And afterwards, to wit, on the 7th day of May, 1937, come the parties aforesaid by their counsel aforesaid, and the Court, now being fully advised in the premises, renders the following decision:

In the United States Circuit Court of Appeals for the Third Circuit

No. 6007. March Term, 1937

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY, RESPONDENTS

On Petition for the Enforcement of an Order of the National Labor Relations Board

Opinion

(Filed June 15, 1937)

Before BUFFINGTON and BIGGS, *Circuit Judges*, and DICKINSON, District Judge

BUFFINGTON, *J.* The proposed order of the National Labor Relations Board, so far as clauses 1, 2, 3, and 5 are concerned, is approved. Sections (a) and (b) of clause 4 are approved, but approval is withheld from sections (c) and (d) of said clause, which read:

"(c) Withdraw all recognition from the Employees Association of the Pennsylvania Greyhound Lines, Inc., as representative of their employees, including the employees of the Pennsylvania Greyhound System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;

"(d) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof."

The majority of the Court feels that sections (c) and (d) should not be enforced because there is no warrant in the Act for such action. No election has been held; the union enjoined has not been notified or heard, but in advance of an election by the men, said union is for all practical purposes outlawed, and that without hearing.

BIGGS, Circuit Judge (concurring opinion, but dissenting in part).

Though I concur in the opinion of the Court to the extent to which that opinion goes in enforcing the order of the National Labor Rela-

tions Board, none the less I dissent from that portion of the opinion which withholds approval of subsections (c) and (d) of paragraph (4) of the order. I think that the order of the Board should be enforced in full for the following reasons. The Board filed a petition in this Court pursuant to authority conferred upon it by the provisions of the Act of Congress approved July 5, 1935 (Public No. 198, 74th Congress, 49 Stat. 10, 29 U. S. C. A., Sec, 160 (e)) to the end that this court should compel the respondent corporations to comply with the provisions of an order of the Board requiring the respondents to cease and desist from certain labor practices found by the Board to be unfair and affecting interstate commerce within the meaning of the National Labor Relations Act. The respondents do not object to complying with the requirements of the first three paragraphs and the fifth and last paragraph of the Board's order, but they do object to carrying out the provisions of the fourth paragraph thereof for the reasons hereinafter set forth. The fourth paragraph of the order is as follows:

"4. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

"(a) Offer to Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr immediate and full reinstatement, respectively, to their former positions, without prejudice to their seniority or other rights and privileges previously enjoyed:

"(b) Make whole said Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr for any losses of pay they have suffered by reason of their discharge by payment, respectively, of a sum of money equal to that which each would normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, computed at the wage rate stated in the findings of fact as the rate each was paid at the time of discharge, less the amount which each earned subsequent to discharge, as shown in the findings of fact:

"(c) Withdraw all recognition from the Employees' Association of the Pennsylvania Greyhound Lines, Inc., as representative of their employees, including the employees of the Pennsylvania Greyhound System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work:

"(d) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof:"

The complaint upon which the order is based alleges that the respondent, Pennsylvania Greyhound Lines, Inc., through wholly owned subsidiaries, owns and operates a motor bus transportation system for the transportation of passengers and express for hire between points outside of the State of Pennsylvania and Pittsburgh, and that the respondent, Greyhound Management Company, Inc., in

conjunction with Pennsylvania Greyhound Lines, Inc., operates and controls a garage and repair shop at which the motor buses of Pennsylvania Greyhound Lines, Inc., are serviced and repaired to the end that they may be used for transportation of passengers and express between Pittsburgh, Pennsylvania, and points outside of the State of Pennsylvania. The complaint further alleges that seven employees at the Pittsburgh garage, engaged in maintenance and repair of the motor buses, were discharged in result of their activities in joining and aiding a union known as Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, and that the respondents and their subsidiaries fostered and promoted a company union known as the Pennsylvania Greyhound Lines Employees' Association, interfering in this Association's affairs through activity in connection with elections held to select representatives. The complaint ends with the allegation that the acts complained of on the part of the respondents constituted violation of Sections 7 and 8, respectively, of the National Labor Relations Act.

The Board held extensive hearings in respect to these charges and found that the facts alleged in the complaint were true. It thereupon entered the order heretofore referred to.

It is necessary, however, to consider in some detail the arguments of the respondents and the effect of the order of the Board which it now seeks to have this court enforce.

At the oral argument and upon the respondents' briefs it was urged upon behalf of the respondents that they were not employers within the terms of the National Labor Relations Act. The substance of this argument is that the discharged persons were not employees of the respondents, or either of them, but were employees of certain operating subsidiaries. There was ample evidence before the Board to sustain its finding that the discharged employees were in fact mainly employed by the respondent, Pennsylvania Greyhound Lines, Inc., for the benefit of subsidiary corporations engaged in actual transportation operations in interstate commerce. It is further urged by the respondents that the National Labor Relations Board had no jurisdiction to act in the premises because no charge was filed with it on behalf of any existing labor organization, and that the charge was not filed on behalf of any employee of the respondents, or either of them. An examination of the charge shows that it purports to be filed by "Local No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, by Charlton Ogburn, Arthur E. Reyman, Attorneys for Petitioners", and that it was verified by Charlton Ogburn. There is testimony to the effect that the union was not fully organized, but there is evidence to the effect that some of the discharged men belonged to it. I think this charge was sufficient within the meaning of Section 10 (b) of the Act. The complaint of the Board was based upon it and notice of hearing of this complaint was duly given to the respondents. But if there be any question of sufficiency

of proof of existence of Local No. 1063 that question was disposed of by the parties themselves by the stipulation of December 7, 1935, in which all joined. It is the further contention of the respondents that the services of the discharged employees were dispensed with not for activity in fostering and aiding the union, Local No. 1063, but because of their inefficiency in connection with certain road failures of vehicles, because an accident had occurred at Warren, Ohio, caused by defective brakes, and because so much work had been transferred from the Pittsburgh garage that it was desirable to reduce the force of employees. The Board found, however, that five of the seven men who were discharged were discharged by the respondents for their activities in connection with the union, Local No. 1063, and that this was an unfair labor practice affecting interstate commerce within the meaning of Section 8, subdivision (1) and Section 2, subdivisions (6) and (7) of the Act. It is further urged by the respondents as a defense to the order that the term "employee" within the meaning of Section 2, subdivision (3) of the Act will include only discharged employees who have not obtained other regular and substantially equivalent employment; and that the discharged men, or at least some of them, have obtained such employment. The Board found that the five men in question had not obtained substantially equivalent employment within the meaning of the Act.

Now, it is urged by the respondents that this court is not bound by the findings of fact of the Board, even if supported by adequate testimony, unless the facts conferring jurisdiction upon the Board in the controversy in question be found by this court to be present. In the case at bar these jurisdictional facts are present. The men discharged were employed in the repair shop maintained by the respondents at Pittsburgh and were engaged in work affecting interstate commerce. In this respect the case at bar seems entirely analogous to and is ruled by the decision of the Supreme Court in Texas & New Orleans Railroad Co. v. Brotherhood of Railway Clerks, 281 U. S. 548.

It was brought out as a fact at the hearings before the Board that the respondents had fostered an organization of the sort generally described as a company union. This organization, known as the Employee Association of the Pennsylvania Greyhound Lines, Inc., was held by the Board to be subject to the domination of the management of the Greyhound System through the respondents within the meaning of Section 2, subdivision (5) of the Act. The Board further found that this use of the Association by the management of the Greyhound System constituted unfair labor practices affecting interstate commerce prohibited by Section 8, subdivision (2) and Section 2, subdivisions (6) and (7) of the Act, and therefore ordered that the respondents withdraw their recognition of the Association and give notice of its disestablishment.

This court may reverse or modify the findings of the National Labor Relations Board only if they are found to be improper or

are made without sufficient supporting evidence. Del Vecchio v. Bowers, 56 Sup. Ct. 190; Florida v. United States, 292 U. S. 1, 12; Helvering v. Rankin, 295 U. S. 123, 131; Federal Trade Commission v. Artloom Corp., 69 Fed. (2d) 36; Federal Trade Commission v. Hires Turner Glass Company, 81 Fed. (2d) 362. In this case I think that the findings of the Board are proper and are supported by sufficient evidence.

The respondents contend that the act of disestablishment sought by the Board would require the respondents to dissolve the Association, that is to say, to perform an affirmative act of dissolution. I do not believe this to be the case. The acts of disestablishment required of the respondents are negative in character. The respondents must withdraw their face and financial support from the Association but need take no affirmative action in respect thereto. When the respondents have done this and have posted notices to such effect the Association will be "disestablished" in the sense of the order. "Disestablished" is the precise and just word. Here the question of jurisdiction again arises and is again disposed of by the ruling in Texas & New Orleans Railroad Co. v. Brotherhood of Railway Clerks, supra.

No question of the constitutionality of the National Labor Relations Act raised in this case remaining, National Labor Relations Board v. Jones & Laughlin Steel Corporation, Supreme Court of the United States, No. 419, October Term, 1936; Washington, Virginia, and Maryland Coach Company v. National Labor Relations Board, Supreme Court of the United States, No. 469, October Term, 1936; The Virginian Railway Company v. System Federation No. 40, Supreme Court of the United States, No. 324, October Term, 1936; and all other questions being disposed of, I think that the National Labor Relations Board was right in entering the order herein referred to and that this court should support the position of the Board.

DICKINSON, District Judge, concurring in part and dissenting in part.

I fully concur in the order handed down except in two particulars, one of which at least may be of little practical importance.

The situation with which the Labor Board Act concerns itself is that the law should provide some method of disposing of labor controversies other than that of an appeal to brute force. Underlying it is the conviction that the individual employee is impotent to uphold his end in a bargain for employment. In union, however, there is strength and hence the further conviction that employees must be organized in order to assure anything approaching equality in bargaining power with the employer. As a representative must thus speak for the organized employees, it follows that they must be free to choose their representative and that the employer must bargain with the one chosen. They are not free if the employer may, by the penalty of dismissal, forbid the organization, nor is the organization effective if the employer ignores its repre-

sentative. Hence the law denounces as unfair practice the dismissal of employees for union activities or the refusal of the employer to recognize the representative of the employees. The right of an employer to select his own employees and to discontinue the employment for other reasons, cannot be ignored and is recognized in the Labor Act. Whether the discharge of an employee in a given case is for the one cause or for other reasons, is a fact finding to be made. It is always a delicate question to decide and almost always a difficult one. The fact must, however, be found by some one and the Act commits the duty to the Labor Board. The undenied right of employees to organize implies the right to not organize, if the employees so decide, and likewise to organize in their own way. One method is for labor of a class, including employees of different employers, to form a union. The representative chosen by such a Union may not be and usually is not, himself an employee of the employer with whom he bargains. This leads to abuses generally recognized to exist. Another method is to limit membership in the organization to the employees of the employer concerned. An objection urged to this is that the representative chosen by such an organization would not be sufficiently independent of the employer to stand up for the interests of the employees.

It must further be recognized that as every employee must be accorded full liberty to join the organization of his choice, by the same token he must be equally free to abstain from joining any.

We thus have presented the three problems which confront labor—collective bargaining, so called company unions, and open or closed shops.

The Labor Act of 1920, which was the precursor of the present Act, was based upon the thought of having an impartial Labor Board pass upon the merits of any Labor controversy and publish their pronouncement. No machinery for enforcing their findings was provided. The expectation was that the parties to the controversy would accept the findings of the Board, or if one or both refused, that the findings made would so focus public opinion upon the merits of the dispute that neither party would defy it. This expectation was however not met. In the present Act the enforcement machinery provided is that the Board may make its findings and then appeal to the judicial power to enforce them.

Such is the proceeding now before us. The Act in the clearest terms enjoins the Courts to accept the fact findings of the Board if there is support for them in the evidence. I agree that there is evidence to support the findings of the Board and that they should be enforced by the process of this Court. I see, however, no call upon this Court to do more than this. Translated in terms of the order we are asked to make, this means making the order except part of paragraph 3 and sub-paragraphs b, c, and d of paragraph 4.

I am in accord with the order made except part of paragraph 3 and sub-paragraph b of paragraph 4.

I concur in paragraph 3 down to and including the word "employees" in the fourth line.

The Act of Congress and the Board by its findings denounce as unfair practice the domination or control of any labor organization by the employer. There may be several of such organizations, one of which may be a so-called Company Union. The policy of the law requires the employer to keep its hands out of all, leaving the employees free to join any union or no union as the individual employee may decide.

My objection to the order as drawn is that it is open to the construction that it means a condemnation of a union limited in membership to the employees of any particular employer. I think the employees have the right to form such an organization, if they wish to do so. The only thing required is that the employer shall keep out of it. The like injunction requires him to keep out of all organizations, leaving the employees free to belong to any organization they please to join.

My only objection to sub-paragraph b of paragraph 4 is that the Board has made no finding of any sum which should be paid to discharged employees. If they are to be awarded anything the Board should find how much. Unless this is done the law has no control over what may be awarded.

A true Copy:
Teste:

Clerk of the United States Circuit Court of Appeals for the Third Circuit.

In the United States Circuit Court of Appeals for the Third Circuit

No. 6007. March Term, 1937

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY, RESPONDENTS

On Application for enforcement of an order of the National Labor Relations Board

This cause came on to be heard on the transcript of record from the National Labor Relations Board, and was argued by counsel.

On consideration whereof, it is now here ordered, adjudged, and decreed by this Court that the order of the said National Labor Relations Board issued on December 7, 1935, in the above-entitled cause, be modified and amended by striking out therefrom Sections (c) and (d) of clause 4; and when so modified and amended the

petition of the National Labor Relations Board for enforcement of said order be, and the same is hereby granted.

PHILADELPHIA, *June 15, 1937.*

Per Curiam.

BUFFINGTON, *Circuit Judge.*

(Endorsements:) Order Amending and Affirming Petition for Enforcement of an Order of National Labor Relations Board. Received & Filed June 16, 1937. William P. Rowland, Clerk.

UNITED STATES OF AMERICA,
Eastern District of Pennsylvania,
Third judicial circuit, Set.

I, John P. Kelly, Deputy Clerk of the United States Circuit Court of Appeals for the Third Circuit, do hereby certify the foregoing to be a true and faithful copy of the original Transcript of Record and proceedings in this Court in the case of National Labor Relations Board, Petitioner vs. Pennsylvania Greyhound Lines, et al., Respondents, No. 6007, on file, and now remaining among the records of the said Court in my office.

In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 8th day of September in the year of our Lord one thousand nine hundred and thirty-seven and of the Independence of the United States the one hundred and sixty-second.

[SEAL]

JOHN P. KELLY,
Deputy Clerk of the U. S. Circuit Court of Appeals, Third Circuit.

U. S. GOVERNMENT PRINTING OFFICE: 1937

Supreme Court of the United States

Order allowing certiorari

Filed November 8, 1937

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Third Circuit is granted. And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

U. S. GOVERNMENT PRINTING OFFICE: 1938

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In the Supreme Court of the United States

OCTOBER TERM, 1937

No. —

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT

The Solicitor General, on behalf of the National Labor Relations Board, prays that a writ of certiorari issue to review so much of the judgment of the United States Circuit Court of Appeals for the Third Circuit, entered in the above cause on June 15, 1937 (R. —), as denies in part the petition of the National Labor Relations Board for the enforcement of its order against the Pennsylvania Greyhound Lines, Inc., and the Greyhound Management Company made pursuant to the National Labor Relations Act.

OPINIONS BELOW

The findings of fact and the order of the National Labor Relations Board are reported in 1 N. L. R. B. 1, and may also be found at pp. 16–58 of the record. The order is reprinted in full in the Appendix to this petition (*infra*, p. 22). The opinion of the Circuit Court of Appeals (R. —) is not yet reported.

JURISDICTION

The judgment of the Circuit Court of Appeals was entered June 15, 1937 (R. —). The jurisdiction of this Court is invoked under Section 240 (a) of the Judicial Code as amended by the Act of February 13, 1925, and Section 10 (e) of the National Labor Relations Act.

QUESTION PRESENTED

Whether—upon a finding that respondents instituted, formed, and sponsored a labor organization of their employees, dominated and interfered with its administration, and contributed financial and other support to it, contrary to Section 8 (2) of the National Labor Relations Act—the National Labor Relations Board has the power under said Act, in addition to ordering respondents to cease and desist from such interference, to order respondents (a) to withdraw all recognition from said organization as the representative of its employees for purposes

of collective bargaining and (b) to post notices stating that such organization is so disestablished and that respondents will refrain from any such recognition thereof.

STATUTE INVOLVED

The statute involved is the National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 449, U. S. C., Sup. II, Title 29, Sec. 151 *et seq.*). The pertinent provisions are as follows:

> SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.
>
> SEC. 8. It shall be an unfair labor practice for an employer—
>
> (1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.
>
> (2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: * * *
>
> (3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: * * *
>
> * * * * *

SEC. 10. (c) The testimony taken by such member, agent or agency or the Board shall be reduced to writing and filed with the Board. Thereafter, in its discretion, the Board upon notice may take further testimony or hear argument. If upon all the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this Act. * * *

STATEMENT

Upon a charge filed by Local Division No. 1063, Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, a labor organization, the National Labor Relations Board—pursuant to Section 10 (b) of the National Labor Relations Act—on October 9, 1935, issued and served upon respondents a complaint and notice of hearing (R. 3–10). The complaint alleged that respondents had engaged in certain unfair labor practices affecting interstate commerce, contrary to the provisions of Section 8, subdi-

visions (1), (2), and (3) of the Act. Hearing was held before the Board from October 22 to October 26, 1935. Thereafter, on December 7, 1935, the Board issued its findings of fact and order (R. 16–58).

The Board found, in substance, that respondents operated a motor bus transportation system in interstate commerce (R. 53–4); that respondents, contrary to Section 8 (3) of the Act, had discharged five employees for the reason that they had joined and assisted Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America (R. 54); and that respondents, by threatening employees with discharge for joining said organization, by maintaining surveillance over their activities in connection therewith, and by other means, had interfered with, restrained and coerced their employees in exercise of the rights guaranteed by Section 7 of the Act, contrary to Section 8 (1) of the Act (R. 55). In addition the Board found that respondents in the fall of 1933 had instituted, formed, and sponsored a labor organization of their employees known as the Employees Association of the Pennsylvania Greyhound Lines, Inc. (R. 55); and that respondents were dominating and interfering in various ways with the administration of this organization and were contributing financial and other support

to it, contrary to Section 8 (2) of the Act (R. 55–6).[1]

Upon the basis of these findings the Board ordered respondents to cease and desist (1) from

[1] The finding of the Board which summarizes respondents' relations to the Employees Association is as follows:

"The respondents, principally the Pennsylvania Greyhound Lines, Inc., by their officers and agents, while engaged in the operations described above, are dominating and interfering with the administration of a labor organization of their employees, including the maintenance employees at the Pittsburgh garage and the employees of the Pennsylvania Greyhound System, known as the Employees Association of the Pennsylvania Greyhound Lines, Inc., by arranging, supervising and conducting the elections of the employee representatives, held on company time and on company property; controlling the meetings of the employee representatives with the management representatives in such a fashion as to make such meetings no more than the presentation of grievances to an official of the management and so as to prevent them from being a forum for collective bargaining and genuine employer-employee discussions; controlling the type of matter which may be discussed by the employee representatives with the management representatives through a system of 'Joint Submissions' which requires the consent of an official of the respondents before a matter may be submitted for such joint discussion; making any change in the form, purpose or activities of the Employees Association dependent upon the approval of the respondents through a provision in the By-Laws of the Association requiring a two-thirds vote of an equal number of management and employee representatives for any change in the By-Laws; and by the activities enumerated hereafter; and are contributing financial and other support to such labor organization by paying the employee representatives for any time lost by reason of their activities as such respresentatives and for their expenses and transportation while so engaged; supplying stenographic services, election material and forms; and by defraying all of the expenses of the Employees Association" (R. 55–6).

interfering with, restraining, or coercing their employees in the exercise of their rights to self-organization and collective bargaining; (2) from discouraging membership in Division No. 1063 or any other labor organization by discrimination in regard to hire, tenure or terms of employment; and (3) from dominating or interfering with the administration of the Employees Association, and from contributing financial or other support to that Association or to any other labor organization (R. 57–8). In addition, paragraph (4) of the Board's order required respondents to offer reinstatement with back pay to the five employees unlawfully discharged, and further required that respondents (R. 58):

> (c) Withdraw all recognition from the Employees Association of the Pennsylvania Greyhound Lines, Inc., as representative of their employees, including the employees of the Pennsylvania Greyhound System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;
>
> (d) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof. (R. 58).

Finally, the Board dismissed the complaint with respect to four employees alleged to have been unlawfully discharged (R. 58).

In December, 1935, the Board, pursuant to Section 10 (e) of the Act, petitioned the Circuit Court of Appeals for the Third Circuit for enforcement of the foregoing order. On June 15, 1937, the Circuit Court entered its judgment enforcing the order in part but declining to approve subdivisions (c) and (d) of paragraph (4) (quoted above) on the ground "there is no warrant in the Act for such action." Judge Biggs dissented from the refusal of the majority to enforce these provisions of the order.

SPECIFICATION OF ERRORS TO BE URGED

The Circuit Court of Appeals erred:

(1) In holding that subdivisions (c) and (d) of paragraph (4) of the Board's order are not warranted by Section 10 (c) of the Act.

(2) In refusing to enforce and in setting aside subdivisions (c) and (d) of paragraph (4) of the Board's order.

REASONS FOR GRANTING THE WRIT

I. The decision of the Circuit Court of Appeals is untenable and is in conflict with the decisions of this Court in *Texas & New Orleans R. Co.* v. *Brotherhood of Railway Clerks,* 281 U. S. 548, and *Virginian Railway Co.* v. *System Federation No. 40,* 300 U. S. 515.

(1) An order issued by the National Labor Relations Board against a person found to have engaged or to be engaging in unfair labor practices is not limited by the Act to requiring that person to "cease and desist" from such practices. The Board is expressly authorized to require further that such person "*take such affirmative action,* including reinstatement of employees with or without back pay, *as will effectuate the policies of this Act*" (Sec. 10 (c)). The purpose of Congress in conferring this affirmative power upon the Board is plain. The Act contains no criminal or other penalty for those guilty of unfair labor practices. If the Board's authority, upon determining that unfair labor practices had been committed, were limited to prohibiting their continuance or recurrence in the future, the effectiveness of the Act in prevention of such practices or in alleviation of their effects would be gravely curtailed. Consequently it was deemed essential that the Board likewise be empowered to require such reasonable affirmative action as would tend to restore the status quo, afford remedial relief to the employees whose rights had been prejudiced, or otherwise carry out the purposes of the Act.

In the present case the Board found, and the Circuit Court does not question the finding, that respondents had "instituted, formed and sponsored" the Employees Association, were "dominating and interfering with the administration" of

the Association, and were "contributing financial and other support" to it (R. 55–6). These activities are patent unfair labor practices and the Board under the Act could not only order respondents to cease and desist in the future but could require them to take such reasonable action as would dispel the effects of the violations. Pursuant to this express power the Board ordered respondents to "withdraw recognition from the Employees Association * * * as representative of their employees" for purposes of collective bargaining, and to post notices that the Employees Association was "so disestablished and that respondents will refrain from any recognition thereof" (R. 58).

By this provision respondents are merely required to cease dealing with the Association as the bargaining representative of their employees, and to notify their employees to that effect.[2] The provision does not direct the dissolution of the Association—whatever the likelihood that the cessation of respondents' domination and support will re-

[2] Judge Dickinson, in a concurring opinion, interprets this provision of the Board's order as a "condemnation of a union limited in membership to the employees of any particular employer" (R. —). Neither this provision nor any other provision of the Board's order is subject to such construction. The order requires respondents to withdraw recognition from the Employees Association not because the Association is limited in membership to respondents' employees but because it is dominated by respondents. The same ruling would, of course, have been made if the organization dominated by respondents had had a national membership.

sult in its collapse. Nor does it prevent the Association from establishing in the future, by appropriate showing before the Board, that it has become the free and uncoerced choice of respondents' employees.

Respondents, if permitted to continue to treat with the Employees Association as the bargaining representative of their employees, would be enabled to perpetuate the effects of their previous unlawful interference and effectively to discourage the growth of any genuine collective bargaining. An organization formed at the instigation of the employer, dominated by it and dependent upon it throughout its existence, cannot suddenly be transformed into a free and independent agency, representative of the employees' will, merely by withdrawal of the formal support of the employer. The basic structure of the Employees Association, its policies, its leading personnel, above all the attitude of the employees toward it, have all been decisively shaped by respondents' unfair labor practices. Disestablishment of the Association as the employees' representative is the only effective means of wiping out the effects of those unfair practices and assuring that full freedom in the choice of representatives which it is the object of the Act to secure.

These reasons for the remedial provisions of the Board's order were well expressed in the language of the Board's decision (R. 27):

> The participation of the respondents in the Association—their domination, interfer-

ence and support—are unfair labor practices proscribed by Section 8, subdivision (2). There can be but one way of remedying the unlawful conduct in this case and that is a complete withdrawal of all recognition from the Association as representative of the employees, in addition to the order requiring cessation of such domination, interference and support. The control of the management so permeates every aspect of its operations that the Association and the management cannot be regarded as separate entities so as to require only the cessation of the latter's domination, interference and support. The management's manipulation of the Association to prevent genuine employee organization can be offset only by such complete withdrawal of recognition. Since merely to order a cessation of the unfair practices prohibited by Section 8, subdivision (2) will be ineffective to remedy the result of those practices, such affirmative withdrawal of recognition from the Association as an organization representative of the employees in their relations with the management is necessary to effectuate the policies of the National Labor Relations Act.

(2) In light of the foregoing considerations the validity of the Board's order is plain on the face of the Act. It so happens, however, that the legislative history of the Act furnishes conclusive evidence of the express intent of Congress to confer upon the Board the precise power exercised in this case. The Report of the House Committee on

Labor, speaking of the unfair labor practices prohibited by Section 8 (2), declared:

> Collective bargaining is reduced to a sham when the employer sits on both sides of the table by supporting a particular organization with which he deals * * *. (Report No. 972, 74th Cong., 1st Sess., p. 16.)

Thereafter the Report, explaining the purpose of the provision in Section 10 (c) giving the Board power to require affirmative action, expressly states:

> The orders will of course be adapted to the needs of the individual case; they may include such matters as refraining from collective bargaining with a minority group, recognition of the agency chosen by the majority for the purposes of collective bargaining, posting of appropriate bulletins, *refraining from bargaining with an organization corrupted by unfair labor practices.* [*Ibid.*, p. 21; italics supplied.]

(3) Further, the same action taken by the Board in the case at bar was upheld by this Court under almost identical circumstances in *Texas & New Orleans R. Co.* v. *Brotherhood of Railway Clerks,* 281 U. S. 548. The decision of the court below is squarely in conflict with this case.

In the *Texas & New Orleans* case, it will be recalled, the railroad had instituted and dominated an organization of its employees, known as the Association of Clerical Employees—Southern Pacific Lines, contrary to Section 2 (3) of the Railway

Labor Act of 1926, which prohibited "interference, influence, or coercion" by the railroad in the free choice of representatives by its employees. Upon suit brought by the Brotherhood, the District Court entered a temporary injunction, following closely the language of the Act. When the railroad persisted in its previous conduct, the District Court directed that "a remedial order should be entered, *completely disestablishing the Association of Clerical Employees,* as now constituted through the action of the defendant [railroad], *as representative of their fellows,* and re-establishing the Brotherhood as such representative, until by proper ballot the employees, without dictation or interference, vote otherwise [24 F. (2d) 426, 434; see 281 U. S. at 557; italics supplied]. This Court upheld the order of the District Court as "the proper enforcement of the provision of the Railway Labor Act" (281 U. S. at 571).

It is immaterial that the order in the *Texas & New Orleans* case was made in connection with contempt proceedings. Speaking of a provision in the same order directing the railroad to reinstate with back pay certain employees discharged in violation of the Railway Labor Act, this Court said in *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, at p. 48:

> The requirement of restoration to service, of employees discharged in violation of the provisions of (the Railway Labor) Act, was thus a sanction imposed in enforcement of a

judicial decree. We do not doubt that Congress could impose a like sanction for the enforcement of its valid regulation. The fact that in the one case it was a judicial sanction, and in the other a legislative one, is not an essential difference in determining its propriety.[8]

Again, in *Virginian Railway Co.* v. *System Federation No. 40,* 300 U. S. 515, the Court upheld an order of the District Court under the Railway Labor Act which restrained the railroad from dealing with any organization other than the Federation, thus prohibiting the railroad from recognizing as the representative of its employees an employees' association which it had fostered and whose administration it dominated.

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[8] The ruling in the *Texas & New Orleans* case is particularly significant because it is clear from the legislative history of the National Labor Relations Act that Congress used the proceedings in that case as precedent for the authority conferred upon the Board to deal with unfair labor practices (see Report of Senate Committee on Education and Labor, No. 573, 74th Cong., 1st Sess., pp. 9, 17; Report of House Committee on Labor, No. 972, 74th Cong., 1st Sess., p. 16). Other precedent existed in the rulings of the first National Labor Relations Board (created under Public Resolution No. 44, 73d Cong., 2d Sess.) and the Petroleum Labor Policy Board, interpreting almost identical statutory language in Section 7 (a) of the National Industrial Recovery Act (see *e. g. In the Matter of Ely & Walker Dry Goods Company and Wholesale House Workers Union, Local No. 18316,* decided Sept. 25, 1934; *In the Matter of International Association of Oil Field, Gas Well and Refinery Workers of America, Local No. 217, and the Texas Company,* decided Dec. 11, 1934).

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(4) In partial elaboration of his general statement that no warrant existed in the Act for that part of the Board's order here in question, Judge Buffington gave as reasons for the position of the majority the fact that (a) "no election has been held"; (b) "the union enjoined has not been notified or heard" (R.—). Neither reason is sound.

(a) The absence of an election is immaterial. The argument of the majority in the court below misconceives the purpose of the proceedings in this case. No question of determining what representative, if any, had been selected by respondents' employees, and no question of requiring respondents to bargain with that representative, was involved in the proceedings. Section 8 (5) was not invoked by the Board and the Board's order did not compel respondents to deal with Division No. 1063 or any other labor organization. The sole purpose of the proceedings was to establish the rights of respondents' employees to freedom in self-organization and choice of representatives. The provisions in question were designed solely to restore conditions to a point where a real choice of representatives could be made. It was entirely preliminary to any issue of an election or of collective bargaining as contemplated by the Act.

Again the *Texas & New Orleans* case sets the precedent for the Board's action. The disestablishment of the company-dominated employees'

association in that case, as the District Court's order expressly stated, was required prior to any election for the purpose of choosing representatives (see 24 F. (2d) 426, 434).

(b) Nor is the argument that "the union enjoined has not been notified or heard" entitled to weight.[4] Here again the court below wholly misconstrues the proceedings before the Board. If it were true that the Employees Association was "enjoined" by the Board's order it will be readily conceded that the Association would have been an indispensable party and should have been joined. But the Board's order is not addressed to the Employees Association, it imposes no obligation upon the Association, and the Association is not bound by it in any way. The order is directed solely against respondents and restrains their conduct only. The Association is consequently not an indispensable party.

Although it is obvious that many proceedings of the Board will affect one or more labor organizations, the Act merely requires that notice and opportunity to be heard be given to the person charged with having committed the unfair labor practice (Sec. 10 (b)). Others may, in the discre-

[4] Respondents' control over the Association so permeated every aspect of its operations that the Association, as the Board found, was not in fact a separate entity (R. 27). Notice to respondents was thus in any event notice to the Association.

tion of the Board, intervene (Sec. 10 (b); Rules and Regulations of the Board, Series I, Art. II, Sec. 19), but plainly the Act imposes no requirement that the Board, upon its own motion, join them as parties to the proceeding. The Association did not attempt to exercise its privilege of intervention, although public hearings were held, and it is impossible to believe that respondents' employees—certainly those interested in respondents' employment relations—did not have actual knowledge of them. Nor did the Association, after the Board's decision was made public, petition the Circuit Court of Appeals for review, under Section 10 (f) of the Act, as a person aggrieved by the Board's order.

Moreover, respondents have no standing to raise this issue. In the first place, respondents did not urge the objection before the Board and therefore, under the express terms of the Act (Sec. 10 (e)), cannot raise it now. In the second place, respondents can complain only of the infringement of their own rights, not those of their employees (*Virginian Railway Co.* v. *System Federation No. 40*, 300 U. S. 515, 558).

Finally, neither in the *Texas & New Orleans* case nor in the *Virginian* case was formal notice of any sort given to the employee associations there involved; nor were they parties to the proceedings.

II. The question presented is of great public importance.

The provisions of Section 8 (2), in which Congress deals with unfair labor practices involving company-dominated unions, are of vital importance in the successful operation of the Act. Controversies over these issues were a primary or attendant cause of industrial strife in about 30 per cent of the cases heard by the first National Labor Relations Board (Report of House Committee on Labor, No. 972, 74th Cong., 1st sess., p. 15). And out of 865 charges of unfair labor practices filed with the present Board during the first ten months of its existence, 197, or nearly 25 per cent, involved the issue of company domination of labor organizations (First Annual Report of the National Labor Relations Board (1936), p. 34).

In dealing with this question the Board has repeatedly ruled, as in the case at bar, that the employer found to have instituted or to be dominating a labor organization must withdraw recognition from such organization.[5] In doing so the Board has followed the precedent of this Court in interpreting the Railway Labor Act, and of the first National Labor Relations Board and the Petroleum Labor Policy Board in interpreting Section 7 (a) of the National Industrial Recovery Act (see cases cited *supra,* note 3). The decision of the court below thus sets aside, almost without consideration, a

[5] In addition to the instant case the Board had, up to September 1, 1937, made the same ruling in 21 other cases.

consistent practice adopted by successive administrative boards dealing with labor problems and sanctioned by this Court.

The extent to which the ruling of the Circuit Court impairs the efforts of Congress to deal with the issue of company domination over labor organizations has already been indicated. The court below would permit the Board to order such an employer to cease interference. But this is not enough. The damage has already been done; the organization which has been fostered and controlled by the employer remains established in a preferential position as bargaining representative, and inevitably the influence of the employer persists. Yet the Board is shorn of power to take the necessary measures to restore the conditions essential to a free choice of representatives and to the normal development of collective bargaining relations as contemplated by the Act.

The result is bound to be a perpetuation of the friction, general unrest, and actual strife, with the ensuing obstructions to interstate commerce, which, as experience has shown, interference with the free choice of representatives inevitably produces. Unless the Board is permitted to exercise the power—plainly intended by Congress—to wipe clean all traces of company domination, and to lay a new foundation for healthy labor relations, the purposes and policies of Section 8 (2) are frustrated.

CONCLUSION

Wherefore, it is respectfully submitted that this petition for a writ of certiorari to review the judgment of the Circuit Court of Appeals for the Third Circuit should be granted.

STANLEY REED,
Solicitor General.

CHARLES FAHY,
General Counsel,
National Labor Relations Board.

SEPTEMBER 1937.

APPENDIX

ORDER

On the basis of the findings of fact and conclusions of law, and pursuant to Section 10, Subdivision (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondents, Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company, and their officers and agents, shall:

1. Cease and desist from in any manner interfering with, restraining, or coercing their employees, including the employees of the Pennsylvania Greyhound System, in the exercise of their rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the National Labor Relations Act;

2. Cease and desist from discouraging membership in Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, or any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, by discrimination in regard to hire or tenure of employment or any term or condition of employment;

3. Cease and desist from in any manner domi-

nating or interfering with the administration of the Employees Association of the Pennsylvania Greyhound Lines, Inc., or any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, and from contributing financial or other support to the Employees Association of the Pennsylvania Greyhound Lines, Inc., or to any other labor organization of their employees, including the employees of the Pennsylvania Greyhound System, except that nothing in this paragraph shall prohibit the respondents from permitting their employees to confer with them during working hours without loss of time or pay;

4. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(*a*) Offer to Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr immediate and full reinstatement, respectively, to their former positions, without prejudice to their seniority or other rights and privileges previously enjoyed;

(*b*) Make whole said Chester Lehman, Albert McKelvey, Stephen Mitchell, Lester Moberley, and John Rihr for any losses of pay they have suffered by reason of their discharge by payment, respectively, of a sum of money equal to that which each would normally have earned as wages during the period from the date of his discharge to the date of such offer of reinstatement, computed at the wage rate stated in the findings of fact as the rate each was paid at the time of discharge, less the amount which each earned subsequent to discharge as shown in the findings of fact;

(*c*) Withdraw all recognition from the Employees Association of the Pennsylvania Greyhound Lines, Inc., as representative of their employees, including the employees of the Pennsylvania Greyhound System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;

(*d*) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof;

And it is further ordered that,

5. The complaint be, and it hereby is, dismissed with respect to the discharges of Albert Burns, Emil Law, Erwin D. Matthews, and Robert Maxwell.

Signed at Washington, D. C., this seventh day of December, 1935.

[SEAL]

(s) J. WARREN MADDEN, *Chairman,*
(s) JNO. M. CARMODY, *Member,*
(s) EDWIN S. SMITH, *Member,*
National Labor Relations Board.

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In the Supreme Court of the United States

OCTOBER TERM, 1937

No. 413

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE THIRD CIRCUIT

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

OPINIONS BELOW

The opinion of the United States Circuit Court of Appeals for the Third Circuit (R. 541–547) is reported in 91 F. (2d) 178. The findings of fact and the order of the National Labor Relations Board (R. 16–58) are reported in 1 N. L. R. B. 1.

JURISDICTION

The judgment of the Circuit Court of Appeals was entered on June 15, 1937 (R. 547–548). The petition for a writ of certiorari was filed on

September 14, 1937, and was granted on November 8, 1937. The jurisdiction of this Court rests on Section 240 (a) of the Judicial Code, as amended by the Act of February 13, 1925, and Section 10 (e) of the National Labor Relations Act.

QUESTION PRESENTED

Whether—upon a finding that respondents instituted, formed, and sponsored a labor organization of their employees, dominated and interfered with its administration, and contributed financial and other support to it, contrary to Section 8 of the National Labor Relations Act—the National Labor Relations Board, in addition to ordering respondents to cease and desist from such interference, may require respondents (a) to withdraw all recognition from said organization as the representative of their employees for purposes of collective bargaining and (b) to post notices stating that such organization is so disestablished and that respondents will refrain from any such recognition thereof.

STATUTE INVOLVED

The statute involved, hereinafter referred to as the Act, is the National Labor Relations Act (Act of July 5, 1935, c. 372, 49 Stat. 449, U. S. C., Sup. II, Title 29, Sec. 151 *et seq.*). The pertinent provisions are as follows:

> SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively

through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

SEC. 8. It shall be an unfair labor practice for an employer—

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

(2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: * * *

(3) By discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: * * *

* * * * * *

SEC. 10 (c) The testimony taken by such member, agent or agency or the Board shall be reduced to writing and filed with the Board. Thereafter, in its discretion, the Board upon notice may take further testimony or hear argument. If upon all the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action, including rein-

statement of employees with or without back pay, as will effectuate the policies of this Act. * * *

STATEMENT

Upon a written charge filed by Local Division No. 1063, Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America (R. 3–5), a labor organization, the Board on October 9, 1935—pursuant to Section 10 (b) of the Act—issued and served upon respondents a complaint and notice of hearing (R. 6–10). The complaint alleged that respondents had engaged in and were engaging in certain unfair labor practices affecting interstate commerce, contrary to the provisions of Section 8, subdivisions (1), (2), and (3) of the Act (R. 8–9). Hearing was held before the Board from October 22 to October 26, 1935 (R. 59 *et seq.*). Respondents waived oral argument but submitted a written brief (R. 17). Thereafter, on December 7, 1935, the Board issued its findings of fact and order (R. 16–58). The Board's findings, which were not challenged by the court below, may be summarized as follows:[1]

The Board found that both respondents are subsidiaries of the Greyhound Corporation, a holding company incorporated in Delaware (R. 18–19). The Pennsylvania Greyhound Lines, Inc., con-

[1] Of the record references in this Statement, the first, or only, page reference is to the findings of the Board, unless otherwise expressly stated. Any additional references are to the supporting evidence.

trolled by the Greyhound Corporation and by a subsidiary of the Pennsylvania Railroad in equal proportions, operates a motor bus system between the Atlantic Coast and Chicago and St. Louis (R. 18). The Greyhound Management Company is a wholly owned subsidiary of the Greyhound Corporation; it performs sundry services, including those relating to personnel problems, for the various Greyhound companies (R. 19). The two respondent companies acted, more or less indiscriminately, as the employer of the men working in the Pittsburgh garage (R. 51–52).[2] The Board found that since "the respondents do not make any effort to be precise in the designation of the employer, both companies must be regarded as employers for the purpose of this case. Since they function as one integrated system and since their activities are so related and commingled, the order of the Board in order to be effective must of necessity run against both respondents." (R. 52.)

Prior to the fall of 1933[3] the employees of the

[2] The Board found that "The Pittsburgh garage is leased and operated by the Pennsylvania Greyhound Transit Co., but it does not employ the men working there." (R. 51.)

[3] The Board pointed out in its decision that "while the National Labor Relations Act applies only to practices occurring on or after July 5, 1935 (the date of enactment of the Act), in cases where such practices have their origins in events prior to that date, knowledge of that background of events may be vital to a proper evaluation of the present practices. Consequently, in this and other parts of the findings of fact reference will be made to events prior to July 5,

Pennsylvania Greyhound System were unorganized (R. 21, 234). Shortly after the enactment of the National Industrial Recovery Act on June 16, 1933 (c. 90, 48 Stat. 195, U. S. C., Title 15, Sec. 701 *et seq.*), the management of the System decided to establish a plan of employee representation (R. 21; Bd. Ex. 73). This decision was made in the complete absence of any prior request or suggestion from the employees and without consulting their wishes (R. 21, 352). In a letter, dated July 26, 1933, to various officials of the System, W. A. Duvall, general manager of maintenance for the System, announced that "The management has decided to set up a plan of employe representatives"; and that at a meeting of the regional managers of the System "the matter was explained fully" (R. 21; Bd. Ex. 73). Duvall pointed out that "Before the plan can be set up the Management must be requested by the employes at the various divisions to do so," and to insure that such requests would be made he attached to his letter "a

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1935 wherever it is necessary for this purpose" (R. 20-21). This was entirely proper. *Jeffery-DeWitt Insulator Co.* v. *National Labor Relations Board*, 91 F. (2d) 134 (C. C. A. 4th), cert. den., October 18, 1937; *National Labor Relations Board* v. *Pacific Greyhound Lines*, 91 F. (2d) 458 (C. C. A. 9th). Cf. *Texas & New Orleans R. Co.* v. *Brotherhood of Railway Clerks*, 281 U. S. 548, 555; *Virginia Ry. Co.* v. *System Federation No. 40*, 300 U. S. 515, 539, in both of which cases account was taken of events which occurred prior to the date of enactment of the statutes involved in order to reach a clear understanding and conclusion with respect to the validity of the carriers' conduct under those statutes.

sample of the petition which will be used for obtaining a list of the employes interested" (*ibid.*). Duvall likewise wrote that "It is to our interest to pick out employes to serve on the committee who will work for the interest of the company," and that the plan "should work out very well providing the proper men are selected" (*ibid.*). The sample petition attached to Duvall's letter stated that "the undersigned employees * * * request that an election be held for the purpose of electing employee representatives in this Region to confer with the Management on matters affecting our welfare." At the bottom of the petition appeared the instruction: "(Sample to be drawn up and sent to key men who will prepare one themselves in this order.)" (R. 22, Bd. Ex. 74.)

Petitions similar to the sample were then circulated among the employees by the "key men" selected by the management (R. 22, 234). After the signed petitions were submitted to the management, it "accepted" the "request" contained therein by a posted notice (*ibid.*). Thereafter, another notice was posted, listing the names of employees who were eligible to vote in elections of representatives (R. 22, 234–35; Bd. Ex. 60). Petitions, the testimony showed, were then circulated among the employees for the purpose of nominating candidates (R. 235). Following the nominations, the management posted a notice fixing the time and procedure of voting and listing the names of the persons who had been nominated (R. 22, 235;

Bd. Ex. 61). The election was held pursuant to the notice (R. 22, 235), and the names of the successful candidates were posted (R. 22, 236; Bd. Exs. 62, 63). These were denominated "Regional Committeemen," and were instructed to meet at a stated date to select from their number a "Regional Chairman" (R. 22, 237; Bd. Exs. 63, 64). Three representatives of the management were selected to represent it on the Regional Committee (R. 22; Bd. Ex. 64). These management representatives, together with respondents' regional manager, who presided, were present at the organization meeting of the Regional Committee, but withdrew while the employee representatives selected their chairman (R. 22, 237). The Regional Chairmen so selected were then instructed by the management that a meeting of the General Committee, composed of the Regional Chairmen, would be held for the purposes of electing a General Chairman and for considering the by-laws of the proposed Employees Association (R. 22, 237–38; Bd. Ex. 65).

Pursuant to these directions an organization meeting was held at the general office of the management in Cleveland (R. 22, 238). Marcus Dow, the manager of safety and personnel of the System, presided (*ibid.*). After a General Chairman for the System was elected (R. 22, 239–240), Dow presented for the consideration and approval of the Regional Chairmen a set of by-laws and regulations which had previously been prepared by the

management (R. 22, 240, 373). These were discussed by the Regional Chairmen and amendments were suggested (R. 22–23, 240–41, 373). Another meeting was held later, again presided over by a representative of the management (R 23, 241). After discussion and adoption of amendments proposed by both employee and management representatives, a series of documents were signed (*ibid.*). These included "By-laws of the Employees Association of Pennsylvania Greyhound Lines, Inc."; "Memorandum of Understanding Covering Method to be Followed in the Handling of Questions Between the Management and the Employees Covered by the Following Regulations"; "Regulations for the Government of Bus Operators"; "Regulations for the Government of Regional Clerical Employees"; and "Regulations for the Government of Employees in the Maintenance Department" (R. 23; Bd. Exs. 66, 67, 68, 69, 70).

The by-laws, which were still in effect when this proceeding was instituted (R. 23–26, 375), contained several features worthy of note. All employees of respondents engaged as bus operators, maintenance men, or clerical employees, who are not in supervisory positions, are automatically members of the Association and are eligible to vote in elections of representatives if they have worked for respondents for a period of three months prior to the nominations (R. 24, 243, 249; Bd. Ex. 67; Resp. Ex. 6). Membership ceases upon termination of employment (*ibid.*). There are no provisions for

applications for membership or for dues (*ibid.*). Non-employees of respondents are barred from representing their employees by virtue of a provision prescribing that only members of the Association, and consequently only employees, are eligible for the office of representatives (*ibid.*). Since there is no provision for meetings of the employees, there is no regular method of formulating and crystalizing the wishes of the entire group, and no procedure for instructing their representatives or receiving information and reports from them (R. 25, 243, 246).

The by-laws established regional committees which were to meet with members of the management, a general committee, composed of the regional chairmen, and a joint reviewing committee, composed of the regional chairmen and an equal number of management representatives (R. 23–24; Bd. Ex. 67; Resp. Ex. 6). Grievances were to be taken up with these committees, with the joint reviewing committee as the final board of review (R. 24; Bd. Ex. 66; Resp. Ex. 5). Cases cannot be taken from the regional committee without a *joint* submission by the representative of the employee and the representative of the management (*ibid.*). The management may thus prevent any case from being taken up simply by declining to enter into a joint submission (R. 25, 289–90). Most significant of all, the by-laws of the Association may be amended only by a two-thirds vote of the joint reviewing committee (R. 25, 375–76; Bd. Ex. 67, Resp. Ex.

6). Inasmuch as the membership of that committee is divided equally between the employees and the management (*ibid.*), this provision prevents the employees from changing the charter of their Association without the consent of the management.

"The employees do not pay any dues and do not contribute anything toward defraying the expenses of the Association. The mimeographing of forms, stenographic services, etc., and election material are all supplied by the management and all expenses of the Association and its machinery are borne by the management" (R. 25, 243–44, 248–50, 265, 292–93; Bd. Exs. 65, 68, 70, and 75 to 86, inclusive).

When elections of employee representatives were held, the management provided nomination blanks and distributed printed ballots, and prepared a list of the employees eligible to vote (R. 23, 145–46, 248–50, 475–76, 481; Bd. Exs. 75 to 86, inclusive). The elections were held on company time and company property (*ibid.*) The notices of results of elections were signed by an officer of respondents, as well as by the employees' committee (*ibid.*). Elections were conducted in this manner, both before and after the passage of the Act (R. 23, 292–93).

The Employees Association was designed and established for the stated purpose of "providing adequate representation for" the respondents' employees in "securing for them satisfactory adjust-

ment of all controversial matters" (R. 23, Bd. Ex. 67). Thus, it was expressly created to act as an agency to bargain collectively concerning wages, hours, and basic working conditions. Nevertheless, it functioned almost exclusively for the handling of individual grievances (R. 25, 280–81, 306, 373–74, 491–92). On the only occasion described in the record when the employees sought to use it to obtain a wage increase, the company official refused to join in a joint submission of the matter to the joint reviewing committee (R. 25–26, 289–90).

In May, 1935, a number of the respondents' employees in Pittsburgh secured a charter from the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, a labor organization affiliated with the American Federation of Labor, as Local Division No. 1063 of that organization (hereinafter referred to as the Union) (R. 28, 252–54). From 50 to 60 members were secured at Pittsburgh,[4] and meetings held. Such meetings were held in July, 1935, after the passage of the Act (R. 28, 77, 104, 114, 119, 254–55). The officers of respondents told a number of employees to keep out of the Union (R. 30–32, 77, 105, 114, 133, 139, 179, 180–82, 194–95, 199, 209–10, 222,

[4] The Union included both drivers and employees working in the garage (R. 28, 254). The record discloses that there were about 90 employees in the Pittsburgh garage (R. 19, 73), but does not reveal the number of drivers stationed at Pittsburgh. Thus it is impossible to tell what proportion of the total number of Pittsburgh employees were members of the Union.

255–56, 297), threatened them with loss of their jobs if they joined (R. 30–32, 79, 105, 114, 139, 181, 188, 195, 210, 222), and kept the union meetings under surveillance (R. 30–31, 77–78, 104, 114, 136, 181, 195, 210, 222, 255, 297). This activity of respondents was begun before (R. 30–32, 114, 139, 179–81, 194–95, 209–10, 255–56) and continued after (R. 30–32, 77–79, 104–05, 181–82, 188, 195, 210–11, 222, 297) the date of the passage of the Act, July 5, 1935. These threats of respondents were followed up on July 30, 1935, by the discharge of five employees because they had joined the Union (R. 38–45, 81–2, 105–06, 115, 182, 211–12). Each of these men had been told by one or another of respondents' officials that their union activities would result in their discharge (R. 30–32, 79, 105, 114, 181, 210).

Upon finding these facts the Board concluded that respondents (1) had interfered with their employees in the exercise of their right to self-organization in violation of Section 8 (1) of the Act, (2) had discharged employees in order to discourage membership in Local Division No. 1063 in violation of Section 8 (3), and (3) had dominated and interfered with the administration of the Employees Association, a labor organization, and contributed financial and other support to it, in violation of Section 8 (2) (R. 53–57). The Board ordered that respondents cease and desist from each of these unfair labor practices (R. 57–58). In addition the

Board affirmatively ordered respondents to reinstate with back pay five employees unlawfully discharged, and to withdraw recognition from the Employees Association as the representative of the employees (R. 58). The latter provisions of the order, which are the provisions immediately involved here, require respondents to—

> (c) Withdraw all recognition from the Employees Association of the Pennsylvania Greyhound Lines, Inc. as representative of their employees, including the employees of the Pennsylvania Greyhound System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;
>
> (d) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof.

The Board dismissed the complaint with respect to four employees alleged to have been unlawfully discharged (R. 58).

On or about December 10, 1935, the Board, pursuant to Section 10 (e) of the Act, petitioned the Circuit Court of Appeals for the Third Circuit for the enforcement of the foregoing order (R. 529–32). The case was first argued in the Circuit Court of Appeals on April 1, 1936 (R. 539). After two re-arguments (R. 539, 540–41) the court finally

handed down its decision on June 15, 1937 (R. 541–47). The court held that all of the Board's order should be enforced except subdivisions (c) and (d) of paragraph 4, quoted above, requiring the withdrawal of recognition from the Association (R. 541, 547–48).

The court did not hold that these provisions were not warranted by the findings and evidence; on the contrary it affirmed the negative portion of the Board's order, based upon the same evidence, requiring respondents to cease and desist from dominating or interfering with or contributing financial support to the Employees Association. Judge Buffington, in a brief opinion, concurred in as to this point by Judge Dickinson, declared that (R. 541) "The majority of the Court feels that sections (c) and (d) should not be enforced because there is no warrant in the Act for such action. No election has been held; the union enjoined has not been notified or heard, but in advance of an election by the men, said union is for all practical purposes outlawed, and that without hearing." In his separate opinion Judge Dickinson stated that the provisions of the Board's order here in question are "open to the construction that it means a condemnation of a union limited in membership to the employees of any particular employer" (R. 547).[5] Judge Biggs concurred in the opinion of

[5] Judge Dickinson also dissented from the enforcement of other provisions of the Board's order not here in issue.

the court to the extent that it enforced the Board's order, but dissented from the refusal of the court to enforce the provisions here in question (R. 541–45).

On September 14, 1937, the Board filed its petition for a writ of certiorari in this Court, to review that portion of the judgment below refusing to enforce subdivisions (c) and (d) of paragraph 4 of the Board's order. This petition was granted on November 8, 1937 (R. 549). No cross-petition has been filed by respondents. Accordingly, the only issues before the Court relate to the validity of those provisions of the Board's order which the court below refused to enforce.

SPECIFICATION OF ERRORS TO BE URGED

The Circuit Court of Appeals erred:

(1) In holding that subdivisions (c) and (d) of paragraph 4 of the Board's order are not warranted by Section 10 (c) of the Act.

(2) In refusing to enforce and in setting aside subdivisions (c) and (d) of paragraph 4 of the Board's order.

SUMMARY OF ARGUMENT

A. Section 10 (c) of the National Labor Relations Act empowers the National Labor Relations Board to order any person found to have engaged in any unfair labor practice both to cease and desist from such practice and "to take such affirmative action * * * as will effectuate the policies of

this Act." The order that respondents withdraw recognition from the Employees Association, an organization found upon unquestioned evidence to have been established and completely dominated by respondents, will clearly serve to effectuate the policies of the Act. The Employees Association never was the freely chosen representative of respondents' employees. It was not transformed into such representative merely by the withdrawal of respondents' formal support pursuant to other provisions of the Board's order. For the respondents to continue to recognize and bargain collectively with an organization which is not representative of their employees will embarrass and impede the employees in choosing a genuine representative for purposes of collective bargaining. Moreover, withdrawal of recognition is necessary in order to restore the *status quo* and prevent the respondents from reaping benefit from their unlawful conduct. If respondents are permitted to continue to treat with and recognize the Association as the bargaining representative of their employees, they are licensed to perpetuate the principal effect of their previous unlawful interference with the employees in their choice of representatives. In any event, on the facts of the instant case, the portions of the Board's order here in question may be justified as no more than a specification of the conduct requisite to comply with the cease and desist provisions of the order.

B. The legislative history of the Act and its statutory precedents show that Congress expressly contemplated that the Board have power to compel withdrawal of recognition from company-dominated unions. The report of the House Committee on Labor shows definitely that Section 10 (c) was intended to authorize the Board to compel employers to refrain "from bargaining with an organization corrupted by unfair labor practices." (H. Rep. 1147, 74th Cong., 1st Sess., p. 24.) In *Texas & New Orleans R. Co.* v. *Brotherhood of Railway Clerks,* 281 U. S. 548, and *Virginian Ry. Co.* v. *System Federation No. 40,* 300 U. S. 515, this Court enforced the Railway Labor Act (which did not contain statutory authorization as specific as that in Section 10 (c) of the National Labor Relations Act) by ordering withdrawal of recognition and disestablishment of company-dominated unions. The Railway Labor Act, as construed in the *Texas & New Orleans* case, was a chief precedent for the National Labor Relations Act, and there can be no question that the latter Act was intended to authorize use of the sanctions approved by this Court in the *Texas* case. Precedents, familiar to Congress, established under Section 7 (a) of the National Industrial Recovery Act and Public Resolution No. 44, point to the same conclusion.

C. The argument that withdrawal of recognition of a labor organization can be ordered only when it is affirmatively shown that another organization has been chosen as the representative of the ma-

jority of the employees rests upon a fundamental misconception of the purposes of the Act and the powers of the Board thereunder. This argument assumes that the Board can only order withdrawal of recognition in proceedings brought under Section 8 (5) of the Act. The portions of the Board's order here in question are properly based upon subdivisions (1) and (2) of Section 8, and are intended to effectuate the policies of those subdivisions. That an order of disestablishment need not be based upon Sections 8 (5) and 9 (c) is shown by the *Texas & New Orleans* case, *supra*. The Railway Labor Act of 1926, enforced in that case by requiring the disestablishment of a company-dominated union, contained the equivalent of subdivisions (1) and (2) of Section 8 of the National Labor Relations Act but not of Sections 8 (5) and 9 (c).

The respondents can not complain because the Association was not notified of or made a party to the Board proceedings. The Act does not require the Association to be made a party. It requires only that the employer be notified, since only the employer is bound by the Board's order. Other persons affected by the order may protect themselves either by intervening before the Board or by seeking review of the Board's order in the circuit court of appeals. This procedure is unquestionably constitutional. In any event, respondents can complain only of the infringement of their own constitutional immunities and not of those of their employees.

The Board's findings that the respondents, rather than other affiliates of the Greyhound system, were the employers of the workers involved in this case, are amply supported by the evidence.

The claim that the Board lacked jurisdiction because the charge was not filed by respondents' employees is without merit because (1) the charge was filed by such employees, through the labor organization representing them, and (2) the statute does not require that the charge be filed by employees.

ARGUMENT

THE ACTION OF THE BOARD IN REQUIRING RESPONDENTS TO WITHDRAW RECOGNITION FROM THE EMPLOYEES ASSOCIATION IS WITHIN THE AUTHORITY CONFERRED BY THE ACT

The respondents herein have sponsored, dominated, and financially supported a labor organization in unquestioned violation of Sections 8 (1) and 8 (2) of the National Labor Relations Act. Pursuant to Section 10 (c) of the Act, the National Labor Relations Board ordered the respondents to cease and desist from such practices. This order the court below enforced; and the respondents have acquiesced in the enforcement.

The principal question here presented is whether this action exhausted the power of the Board, or whether under the Act the Board was further authorized to order the respondents, as it did, to with-

draw recognition from the labor organization so sponsored, dominated and supported by them.

Section 10 (c) of the National Labor Relations Act empowers the Board to order any person found to have engaged in or to be engaging in the unfair labor practices proscribed by the Act (1) to "cease and desist" from such practices, and (2) to "take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this Act." The part of the Board's order challenged herein, which was made under the second branch of this authorization, does not require dissolution of the labor organization dominated by the respondents. It requires only that respondents cease dealing with the organization as the representative of its employees for purposes of collective bargaining. Though stated in affirmative form, it is largely negative in effect. It simply directs non-recognition.[6]

It will be shown that the action of the Board here in question will effectuate the policy of the Act and hence is within the express language of the statutory authorization. It will be shown further, from the legislative history and other antecedents of the Act, that Congress specifically contemplated that

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[6] The term "disestablish" is used in its dictionary sense, i. e., "to deprive of fixed or established state or character; specifically, to withdraw state patronage, support, or exclusive recognition from; as to disestablish the church." *New Standard Dictionary of the English Language* (Funk & Wagnall's, 1935), p. 725.

the Board should exercise the very power now challenged.

A. THE ACTION OF THE BOARD WILL EFFECTUATE THE POLICIES OF THE ACT

The policies of the Act are set forth in Section 1. It is there declared "to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce * * * by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection." To effectuate these policies Congress outlawed the unfair labor practices enumerated in Section 8 of the Act. Among these practices is the domination by an employer of a labor organization of his employees (Section 8 (2)).

The promotion of collective bargaining as a means to industrial peace, which is the central objective of the Act, requires as a postulate the complete freedom of employees to choose their own representatives without interference by the employer. "Such collective action would be a mockery if representation were made futile by interferences with freedom of choice," *Texas & New Orleans R. Co.* v. *Brotherhood of Railway Clerks,*

281 U. S. 548, 570. Abundant experience demonstrates that the confidence of employees in means of peaceful negotiation of labor disputes, and hence their willingness to resort to them, can only be obtained if the negotiators on their behalf are truly selected by them; that only under the same conditions will agreements, once negotiated, command their adherence. The prostitution of purported labor organizations to the purposes of the employer, or the suspicion of it, renders them, far from agencies of peace, affirmative instruments of dissension.

That portion of the Board's order which directs the respondents to desist from dominating and interfering with the Employees Association is thus in execution of one of the basic purposes of the Act. The same thing, we think, is also true of the remaining portion of the order which requires withdrawal of recognition from the Association. The contention that, while the one part of the order will serve to remove a cause of industrial strife, the other will not, has no discoverable basis either in reason or experience.

(1) The effectuation of the purposes of the Act in these proceedings requires the fostering of the conditions for genuine collective bargaining, as conceived in the Act, between the respondents and their employees. This implies complete freedom on the part of the employees in their choice of representatives.

The Employees Association, by the unchallenged findings of the Board, was, historically and currently, "entirely the creature of the management" (R. 26). The respondents' employees never had the opportunity to make an independent decision whether they wished to be represented by it (R. 23, 26, 242–43, 246). The Association was not, therefore, at the time of the Board's order, their freely chosen representative. The mere cessation of respondents' unlawful domination, as ordered by the Board, will not of itself constitute the Association the freely chosen representative of the employees. Cessation of coercion is merely the condition, not the equivalent, of consent. In opposing the portion of the Board's order in question, the respondents accordingly are asserting a right to recognize as the representative of their employees an organization which is not the employees' representative. The contention, in effect, is that choice by the employees of a genuine representative will be unembarrassed by recognition in the meantime of a false one. Manifestly the contention is untenable.

Recognition is the pivotal factor in collective bargaining. *Texas & New Orleans R. Co.* v. *Brotherhood of Railway Clerks*, 281 U. S. 548; *Virginian Ry. Co.* v. *System Federation No. 40*, 300 U. S. 515. Without recognition of a bargaining agency collective bargaining cannot take place. The most valuable asset that a labor organization can have, therefore, is the employer's recognition

of it as the bargaining agency of his employees. By conferring such recognition or by withholding it, the employer often has the power to make or break a labor organization of his employees. Obviously, the individual employee is strongly motivated to select as his representative that organization which is recognized by the employer and which he believes will, therefore, be most effective in bargaining with the employer. Once an employer has conferred recognition on a particular organization, no matter how this recognition was obtained, that organization has an initial advantage over any other in securing the adherence of the employees.[7]

The efforts of the respondents' employees toward self-organization and independent selection of bargaining representatives cannot fail to be heavily influenced if the respondents are left free to utilize this powerful weapon of recognition in support of the Association. The respondents would thereby be enabled effectively to hamper, and

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[7] On the basic significance of recognition in collective bargaining see Commons, John R., and Andrews, John B., *Principles of Labor Legislation* (Harper & Bros., 4th Ed., 1936), p. 372; Catlin, W. B., *The Labor Problem* (Harper & Bros., 1926), pp. 317, 327; Rufener, L. A., *Principles of Economics* (Houghton-Mifflin Co., 1927), p. 399; Twentieth Century Fund, Inc., *Labor and the Government* (1935), p. 47; Yoder, Dale, *Labor Economics and Labor Problems* (1933), p. 443; U. S. Department of Labor, Bureau of Labor Statistics, *Characteristics of Company Unions*, Bulletin No. 634, Chs. VII, XXII.

in substantial likelihood to prevent, the growth of any bargaining representative other than the Association. An immunity to exercise this influence, in favor of an agency proved not to be entitled to it, is patently inconsistent with the purposes of the Act. Doubly is this so because of the respondents' past relationship to the agency. The basic structure of the Employees Association, its policies, its leading personnel, above all the attitude of the employees toward it, have all been decisively shaped by the respondents' unfair labor practices. Such an organization cannot suddenly be transformed into a free and independent agency, capable of representing the employees' will, merely by withdrawal of the formal support of the employer. Its continued recognition constitutes a peculiarly serious impediment to the development of genuine representation. To restore to the respondents' employees that full freedom of self-organization and designation of representatives guaranteed them by the Act, this means of influencing or controlling their choice of representatives should be placed beyond respondents' power.

(2) Effectuation of the purposes of the Act in these proceedings requires, as a minimum, that the *status quo* be so restored that respondents shall reap no benefit from their unlawful conduct. The proscription by Congress of the unfair labor practices enumerated in Section 8 cannot be completely effective so long as any premium attaches to violations of the statute. The Board, we

think, is clearly empowered, in effectuating the purposes of the Act, to require that the relationship between the respondents and its employees be restored to that which it would have been had no violation of the statute occurred.

The mere cessation of respondents' acts of domination of the Employees Association will not erase the consequences of what respondents have done. For respondents have violated Sections 8 (1) and 8 (2) otherwise than by dominating the Association. They have violated those sections, in addition, by foisting the Association upon their employees as a bargaining representative. This latter result, indeed, may fairly be taken as the primary object of respondents' actions—not domination as an end in itself. Hence, if respondents are permitted to continue to treat with and recognize the Association as the bargaining representative of their employees, they are licensed to perpetuate the principal effect of their previous unlawful interference—the collective bargaining status which their recognition of it gave the Association.

As in cases of unlawful discharge, the wrong itself is the measure of the appropriate remedy. Only thus can similar wrongs be prevented in the future. The respondents having established the Association as a bargaining representative in violation of the Act ought not to be heard to object to its disestablishment, even in the absence of affirmative showing—which clearly exists—that continued recognition of the Association would itself con-

stitute a further interference with free choice of a bargaining representative by their employees.[8]

Disestablishment of the Association as the employees' representative is thus twice justified, first, as an indispensable condition for assuring that full freedom in the choice of representatives which it is the object of the Act to secure; and second, as a means of discouraging unfair labor practices by preventing employers from reaping any benefits therefrom. These reasons for the remedial provisions of the Board's order were well expresed in the language of the Board's decision (R. 27–28):

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[8] The inclusion of dissolution provisions in antitrust decrees affords a close analogy to the remedial provision in the present order. In *Standard Oil Co.* v. *United States*, 221 U. S. 1, the Court said (at pp. 77–78):

"* * * where the condition which has been brought about in violation of the statute, in and of itself, is not only a continued attempt to monopolize, but also a monopolization, the duty to enforce the statute requires the application of broader and more controlling remedies. As penalties which are not authorized by law may not be inflicted by judicial authority, it follows that to meet the situation with which we are confronted the application of remedies twofold in character becomes essential: 1st. To forbid the doing in the future of acts like those which we have found to have been done in the past which would be violative of the statute. 2d. The exertion of such measure of relief as will effectually dissolve the combination found to exist in violation of the statute, and thus neutralize the extension and continually operating force which the possession of the power unlawfully obtained has brought and will continue to bring about."

In this case it is also necessary to "neutralize the extension and continually operating force which the possession of the power unlawfully obtained has brought and will continue to bring about."

The participation of the respondents in the Association—their domination, interference and support—are unfair labor practices proscribed by Section 8, subdivision (2). There can be but one way of remedying the unlawful conduct in this case and that is a complete withdrawal of all recognition from the Association as representative of the employees, in addition to the order requiring cessation of such domination, interference and support. The control of the management so permeates every aspect of its operations that the Association and the management cannot be regarded as separate entities so as to require only the cessation of the latter's domination, interference and support. The management's manipulation of the Association to prevent genuine employee organization can be offset only by such complete withdrawal of recognition. Since merely to order a cessation of the unfair practices prohibited by Section 8, subdivision (2) will be ineffective to remedy the result of those practices, such affirmative withdrawal of recognition from the Association as an organization representative of the employees in their relations with the management is necessary to effectuate the policies of the National Labor Relations Act.

(3) What has been said would be applicable to a company-dominated union far less intimately connected with the management than the Employees Association is shown to have been. In the peculiar circumstances disclosed by the present rec-

ord, we think that the Board's order of disestablishment is justified, in any event, as no more than a specification of the conduct requisite to comply with the cease and desist provisions of the Board's order. In this view, the refusal of the court below operates improperly to narrow the operation of these unquestionably valid portions of the order and, indeed, to give the appearance of sanction to conduct which, independently of the order, would appear to constitute a direct violation of Section 8 (1) of the Act.

The Board's finding that "the Association and the management cannot be regarded as separate entities" (R. 27) is amply supported by the record.* The current structure and mode of operation of the Association, apart from the circumstances of its inception, demonstrated it to be an integral part of the respondents' scheme of management—in effect, a branch of respondents' personnel division in which the employees were permitted certain limited privileges of participation (R. 23–26). Membership in the Association was automatic; and the members paid no dues. The Association had no regular method of meeting whereby the employees could instruct the employee representatives or the representatives consult the employees.

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* The Board stated: "The words domination, interference and support are separately inadequate to describe the management's part in the Association. The totality of the management's prescribed organic structure of the Association and the management's participation results in complete subjugation and control." (R. 26.)

The basic unit in its operation appears to have been the regional committees. Upon each of these committees sat three employee representatives and three management representatives, plus the Regional Manager, who presided—giving the management effective control. Above the regional committees was the general committee of employee representatives. Through the system of "joint submissions" the management controlled the matters to be discussed by this committee. Above the general committee was the joint reviewing committee, the decisions of which were final. A "joint submission" was again required to present matters to this committee, half of whose members were management representatives; and a two-thirds vote was necessary to a decision. The management, which had established this method of operation for the Association, could prevent it from being changed, since the by-laws of the Association itself as well as of the joint reviewing committee could only be amended by a two-thirds vote of that committee. See pages 9–11, *supra*.

The respondents have not explained, nor did the court below do so, how the basic reconstitution of the Association, which obviously will be essential in order to comply with the cease and desist portions of the Board's order, is to be accomplished without its virtual disestablishment. Prior to such reconstitution, any dealings with or recognition of the Association would plainly be in violation of

those portions of the order. Yet the reconstitution must be the work of the employees, not of the respondents. If the employees do not act, the respondents can have no choice but to withdraw recognition. If the employees do act, on the other hand, the action can only be by extra-constitutional means resulting in the formation, in effect, of a new organization enjoying for the first time an independent existence free from the routine participation and control of the management.[10]

In these circumstances the respondents' insistence upon continued recognition of the Association amounts to insistence upon a right to offer the employees in advance, as an inducement to formation of the reconstituted organization, the coveted status of recognition. Such an offer—made thus precipitately and without regard to the actual representative character of the organization—would seem in itself to be a violation of Section 8 (1). *A fortiori* it is inconsistent with compliance in good faith with the cease and desist portions of the Board's order. Compare *Texas & New Orleans R. Co.* v. *Brotherhood of Railway Clerks,* 281 U. S. 548.

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[10] Nothing in the Board's order, of course, will prevent the Association—whenever it is so reconstituted and freed from the respondents' control—from seeking to establish by appropriate showing before the Board that it has become the free and uncoerced choice of a majority of respondents' employees.

B. CONGRESS INTENDED THAT THE BOARD POSSESS POWER TO COMPEL WITHDRAWAL OF RECOGNITION FROM A COMPANY-DOMINATED UNION

1. THE LEGISLATIVE HISTORY OF THE ACT

The legislative history of the National Labor Relations Act shows that Congress expressly contemplated that the Board would have power to compel withdrawal of recognition from a company-dominated union. Speaking of the unfair labor practices prohibited by Section 8 (2), the report of the House Committee on Labor declared:

> * * * Collective bargaining is reduced to a sham when the employer sits on both sides of the table by supporting a particular organization with which he deals. * * * [House Report No. 1147, 74th Cong., 1st Sess., p. 18.]

In explanation of the provision in Section 10 (c) empowering the Board to require a respondent to take such affirmative action as will effectuate the policies of the Act, this same report states (p. 24):

> * * * The orders will of course be adapted to the needs of the individual case; they may include such matters as refraining from collective bargaining with a minority group, recognition of the agency chosen by the majority for the purposes of collective bargaining, posting of appropriate bulletins, *refraining from bargaining with an organization corrupted by unfair labor practices.* * * * [Italics supplied.]

2. THE PRECEDENTS ESTABLISHED UNDER THE RAILWAY LABOR ACT

It is a familiar principle of statutory construction that statutes *in pari materia* will be given the same construction. *Cf. United States Navigation Co.* v. *Cunard S. S. Co.*, 284 U. S. 474, 481. This Court has already recognized that this principle applies to the Railway Labor Act and the National Labor Relations Act. *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, 44–45. Moreover, the House Committee Report expressly declares that the Labor Relations Act is "an amplification and further clarification of the principles enacted into law by the Railway Labor Act and by section 7 (a) of the National Industrial Recovery Act * * *." (House Report No. 1147, 74th Cong., 1st Sess., p. 3.)

It is thus most significant that in *Texas & New Orleans R. Co.* v. *Brotherhood of Railway Clerks*, 281 U. S. 548, and in *Virginian Ry. Co.* v. *System Federation No. 40*, 300 U. S. 515, this Court enforced the Railway Labor Act (which did not contain statutory authorization as specific as that in Section 10 (c) of the National Labor Relations Act) by ordering withdrawal of recognition and disestablishment of company-dominated unions.[11] The Railway Labor Act, as construed in the *Texas & New Orleans* case, was a direct precedent for the National Labor Relations Act, and there can be no

[11] This was the necessary effect, although not the specific language, of the decree in the *Virginian* case.

question that the latter Act was intended to authorize use of the sanctions approved by this Court in the *Texas* case.

In that case the Brotherhood filed suit for the enforcement by injunction of Section 2 (3) of the Railway Labor Act of 1926, which provided that representatives for the purposes of the Act

> shall be designated by the respective parties * * * without interference, influence, or coercion exercised by either party over the self-organization or designation of representatives by the other.

The District Court entered a temporary injunction "following closely the language of the Act", as the court itself later described it (24 F. (2d) 426, 427). Thereafter, the Brotherhood instituted a proceeding in the District Court to punish the Railroad for contempt, alleging a long series of acts in violation of the injunction. The court found the carrier and certain of its officers in contempt (24 F. (2d) 426). The acts of contempt cited by the court which are relevant to the issues before this Court in the case at bar were (1) recognition of the "Association of Clerical Employees—Southern Pacific Lines" as the representative of all the clerical employees on the basis of authorizations of an alleged majority of the employees, previously obtained by interference, influence, and coercion, and "action taken under" such recognition, including the negotiation of a wage agreement with the Association; and (2) permission to

organizers for the Association to operate among the men on company time and pay, and with company consent and approval. To remedy these violations of the injunction decree, the court directed the railroad company and certain of its officers to:

(1) Completely disestablish the Association as it was then constituted as the representative of the clerical employees, and reinstate and reestablish the Brotherhood as the representative of the clerical employees in all matters relating to their employment, disputes as to pay, working conditions, and the like, until such time as the employees by a secret ballot taken in accordance with the further direction of the court, and without the dictation or interference of the railroad company and its officers, should choose other representatives (281 U. S. at 557).

(2) "Cease to permit officers and representatives of said Association to organize, promote, manage and attend to the business of said Association, or any organization of said clerical employees hereafter formed, on the * * * company's time and pay, and at its expense and under the aegis of authority of the railroad * * *, unless a similar privilege is accorded to officers and representatives of complainant Brotherhood." (Record in No. 469, October Term, 1929, pp. 267 *et seq.*)

Thereafter the Brotherhood filed an amended bill of complaint which incorporated most of the new matter alleged and proved in the contempt proceedings. Upon final hearing the District Court

made permanent the temporary injunction and reaffirmed the findings and conclusions previously made (25 F. (2d) 873).

On appeal the Circuit Court of Appeals for the Fifth Circuit affirmed the ruling below (33 F. (2d) 13). It found that the allegations and proof warranted the granting of injunctive relief; and that the action of the court in the contempt proceedings "did not go beyond requiring the undoing of what had been done in violation of the injunction. In dealing with the situation created by violations of the injunction, it was permissible for the court to provide for the restoration of the status quo" (p. 17).

This Court unanimously sustained the action of the court below in all respects. Regarding the relation between the Railroad and the Association, this Court said (281 U. S. 548, 560):

> The circumstances of the soliciting of authorizations and memberships on behalf of the Association, the fact that employees of the Railroad Company who were active in promoting the development of the Association were permitted to devote their time to that enterprise without deduction from their pay, the charge to the Railroad Company of expenses incurred in recruiting members of the Association, the reports made to the Railroad Company of the progress of these efforts, and the discharge from the service of the Railroad Company of leading representatives of the Brotherhood and the can-

> cellation of their passes, gave support, despite the attempted justification of these proceedings, to the conclusion of the courts below that the Railroad Company and its officers were actually engaged in promoting the organization of the Association in the interest of the Company and in opposition to the Brotherhood, and that these activities constituted an actual interference with the liberty of the clerical employees in the selection of their representatives.

The Court refused to find "that the decree below goes beyond the proper enforcement of the provision of the Railway Labor Act" (p. 571). Since the "decree below," i. e., of the Circuit Court of Appeals, affirmed all three of the orders made by the District Judge, including the order of contempt, this Court thus definitely approved that order as appropriate to the enforcement of the Act.

In conferring upon the Board the authority contained in Section 10 (c) of the Act, Congress was guided by and accepted as a precedent this Court's decision in the *Texas & New Orleans* case. Indeed, the Senate Committee made express mention in its report of the fact that the decree approved by this Court in that case

> * * * compelled the company (1) to completely disestablish its company union as representative of its employees * * * [Senate Report No. 573, 74th Cong., 1st Sess., p. 17].

The fact that the order involved in the *Texas & New Orleans* case was a judicial sanction in contempt proceedings is immaterial. Speaking of a provision of the order of the District Court in that case directing the Railroad to reinstate with back pay certain employees discharged in violation of the Railway Labor Act, this Court said in *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.* (301 U. S. 1, 48):

> The requirement of restoration to service, of employees discharged in violation of the (Railway Labor) Act, was thus a sanction imposed in the enforcement of a judicial decree. We do not doubt that Congress could impose a like sanction for the enforcement of its valid regulation. The fact that in the one case it was a judicial sanction, and in the other a legislative one, is not an essential difference in determining its propriety.

More recently, in *Virginian Ry. Co.* v. *System Federation No. 40, supra,* this Court upheld an order of the District Court under the Railway Labor Act, as amended by the Act of June 21, 1934, c. 691, 48 Stat. 1185, 45 U. S. C. §§ 151–163, requiring the recognition of a *bona fide* labor organization and the non-recognition as representative of the employees of a company-dominated union which had been set up by the carrier. No element of contempt was involved. "In considering the propriety of the equitable relief granted here," this Court declared, "we cannot ignore the judgment of Congress, deliberately expressed in legislation, that

where the obstruction of the company union is removed, the meeting of employers and employees at the conference table is a powerful aid to industrial peace" (300 U. S. 515, 551).

3. THE PRECEDENTS ESTABLISHED UNDER THE NATIONAL INDUSTRIAL RECOVERY ACT AND PUBLIC RESOLUTION NO. 44

Congress was also guided by the experiences and decisions of the old National Labor Relations Board and other labor boards established to enforce the provisions of Section 7 (a) of the National Industrial Recovery Act. That Congress was well informed of the activities and decisions of these boards there can be no doubt.[12]

During the less than one year of its existence the old National Labor Relations Board handled many cases involving employer interference with the self-organization of employees through the device of the company-dominated union. In those cases where the Board found that the employer had violated Section 7 (a) by fostering, dominating or supporting a labor organization of his employees, it invariably required the disestablishment of such organization by the withdrawal of recognition therefrom as a bargaining representative of the

[12] In House Report No. 1147, *supra*, at p. 5, the Committee stated that the old National Labor Relations Board "has enriched the body of labor law by a notable series of decisions interpreting and applying Section 7 (a)." See also pp. 17–19.

employees.[13] The Petroleum Labor Policy Board made similar orders in two cases.[14] In view of these precedents established by administrative boards set up to enforce the analogous provisions of Section 7 (a),[15] it is plain that Congress intended that the National Labor Relations Board should have the power to order the withdrawal of recognition from a company-dominated union where the facts require such action in order to effectuate the policies of the Act.

C. THE ARGUMENTS THAT THE BOARD DID NOT HAVE AUTHORITY TO REQUIRE WITHDRAWAL OF RECOGNITION FROM THE EMPLOYEES' ASSOCIATION ARE WITHOUT SUBSTANCE

The reasons advanced by Judges Buffington and Dickinson for refusing to enforce subsections (c) and (d) of paragraph 4 of the Board's order were three in number: (1) that no election had been

[13] *Matter of Stahl-Urban Co.*, 2 N. L. R. B. (old) 149 (1935); *Matter of Proctor & Gamble Mfg. Co.*, *ibid.*, p. 192 (1935); *Matter of Universal Folding Box Co.*, *ibid.*, p. 284 (1935); *Matter of Standard Tailoring Co.*, *ibid.*, p. 422; (1935); *Matter of National Battery Co.*, *ibid.*, p. 484 (1935). *Cf. Matter of North Carolina Granite Corp.*, 1 N. L. R. B. (old) 89 (1934); *Matter of Danbury & Bethel Fur Co.*, *ibid.*, p. 195 (1934); *Matter of Samson Tire & Rubber Corp.*, 2 N. L. R. B. (old) 499 (1935).

[14] *Matter of the Texas Co.*, Decisions of the Petroleum Labor Policy Board, p. 29 (1934); *Matter of Keener Oil and Gas Co.*, *ibid.*, p. 53 (1935).

[15] These precedents are entitled to weight. *United States Navigation Co.* v. *Cunard S. S. Co.*, 284 U. S. 474, 481.

held,[16] (2) that the Employees Association had not been notified or heard, and (3) that the order would prevent the existence of a union limited in membership to the employees of a particular employer. In addition to these points, respondents have urged (4) that they are not the employers of the members of the Employees Association—the proper respondents being subsidiaries of the respondent Pennsylvania Greyhound Lines, Inc., and (5) that the Board had no jurisdiction because no charge had been filed with it by any of respondents' employees.[17]

None of these objections to the Board's action is substantial. They will be considered in turn.

(1) The suggestion that withdrawal of recognition of a labor organization can be ordered only when it is affirmatively shown that another organization has been chosen as the representative of the

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[16] The same point has been expressed somewhat differently by respondents in this case and by the Circuit Court of Appeals for the Ninth Circuit in the *Pacific Greyhound* case No. 504, October Term, 1937. The substance of the argument is that the Board may order an employer to withdraw recognition from a union only in a proceeding brought under Section 8 (5) where it has affirmatively been shown, through an election or otherwise, that another labor organization has already been chosen as the representative of the majority of the employees.

[17] Although these last two points, if well taken, would run against the entire order of the Board, they are open for consideration here—since the respondents did not file a cross petition—only as possible grounds for supporting the refusal of the court below to enforce subdivisions (c) and (d) of paragraph 4 of the order.

majority of the employees rests upon a fundamental misconception of the purposes of the Act and the powers of the Board thereunder.

The Act, of course, contains comprehensive machinery (Section 9 (c)) for determining who, if anyone, is the representative of a majority of the employees, and authorizes the Board (Section 8 (5)) to order the employer to bargain collectively with such representative. Compare *Virginian Ry. Co.* v. *System Federation No. 40,* 300 U. S. 515. In such a proceeding the Board may order withdrawal of recognition from one union in connection with its order to bargain collectively with another. Such a direction would presuppose an appropriate determination that the second union had been duly designated by the employees. Assuming such designation, it would be immaterial whether the disestablished union were a *bona fide* labor organization or one dominated by the employer.

The present proceeding is of an entirely different character. It is not brought under Section 8 (5) of the Act but under Sections 8 (1) and 8 (2). The respondents are charged with interfering with their employees' rights to self-organization, not by recognizing the representative of a minority instead of a majority, but by denying the employees the right freely to choose any representative at all. One of the means of achieving this result has been the recognition of an organization established and dominated by the employer and never selected by the employees themselves. These acts of the re-

spondents constitute unfair labor practices under Sections 8 (1) and 8 (2), and may therefore be remedied by the Board, irrespective of whether a majority of the employees have selected an independent representative.

Disestablishment of the Employees Association, far from depending upon prior designation of a majority representative, is affirmatively necessary for the very purpose of making possible a free designation. Not only is it required in order to prevent respondents from reaping a benefit from their past violation of Section 8 (2), but it is necessary in order to establish for the future the right of free choice of representatives guaranteed by Section 7. See pages 21–29, *supra*. The statutory duty of the employer to bargain collectively with the freely chosen representative of his employees would lose much of its significance if the employer, by prior recognition of a dummy organization, were enabled to hinder or even prevent the choosing of the representative. The Act contains no such hiatus.

In the *Texas & New Orleans* case, discussed *supra* pages 34–39, the District Court ordered the disestablishment of a company-dominated union, as the order expressly stated, prior to the holding of an election for the purpose of choosing representatives. See 24 F. (2d) 426, 434. It did so under a statute (the Railway Labor Act of 1926, before the 1934 amendments) which imposed no enforceable obligation whatever to bargain collectively—which contained the equivalent of Sections 8 (1) and 8

(2) (though stated in general language) but not of Sections 9 (c) or 8 (5). This Court's approval of that decree is thus directly inconsistent with the view of the court below that disestablishment can only be ordered (1) after an election showing that the company-dominated union is not supported by a majority of the employees, and (2) in connection with a proceeding to enforce the duty to bargain collectively with the chosen representative. Nor can that case be distinguished on the ground that there the Brotherhood had originally been the representative of the employees before establishment of the company-dominated union. Establishment of such a union for the purpose of defeating the self-organization of employees is equally a violation of the employees' rights, whether done before or after the employees' first manifestation of favor for an independent union, or even in the absence of such manifestation.[18]

[18] The old National Labor Relations Board made no such distinction as the respondents and the Circuit Court of Appeals attempt to draw here. Where the facts in the case required the disestablishment of a company-dominated union in order to effectuate the purposes of Section 7 (a), that Board uniformly ordered the withdrawal of recognition as a bargaining representative from such union, regardless of whether there was in existence an independent *bona fide* union which was contending for the right to represent the employees. In *Matter of Stahl-Urban Co.*, 2 N. L. R. B. (old) 149 (1935), and *Matter of Standard Tailoring Co.*, *ibid.*, p. 422 (1935), on facts similar to those involved here, that Board directed the employers to withdraw recognition from company-dominated unions as collective bargaining agencies.

(2) The holding of the court below that the order addressed to the *respondents* is invalid because the *Association* had not been formally notified or made a party to the proceedings is unsound for numerous reasons.

(a) The court's holding was based upon the view that the Board is without authority under the statute to order the disestablishment of a company-dominated union unless the union disestablished has been notified and heard. The brief opinion announcing this conclusion contains no analysis of the provisions of the Act. Such analysis, we think, will demonstrate beyond question that the Act does not make the Association—assuming it to be an independent entity—an indispensable party to the proceedings. The Act requires, and permits, a complaint to be served only upon persons charged with engaging in unfair labor practices (Section 10 (b)). Only employers can be found to have engaged in such practices (Section 8), and a labor organization is expressly declared not to be an employer (Section 2 (2)). Accordingly, under the Act only employers are required to be notified or joined as parties. It is only upon employers that an order of the Board can impose any enforceable obligation. The rights of persons, such as the Association, who may be indirectly affected by the Board's orders are protected under the statute (1) by provision for intervention before the Board, and (2) by the right to challenge the order in the circuit court of appeals. Thus, the

Association could have sought permission to intervene in the proceedings before the Board under Section 10 (b) of the Act. After the Board's order was issued, and whether or not it had previously intervened before the Board, the Association might have filed a petition for review of the order, as a "person aggrieved", in the circuit court of appeals under Section 10 (f). If after filing such a petition the Association had desired further hearing on the facts, it could have petitioned the court for leave to adduce additional evidence (Sections 10 (e) and 10 (f)). These provisions of the Act are comprehensive. They preclude any inference that the presence of the Association was affirmatively necessary to the Board's jurisdiction to issue the order here in question.

(b) No question of the constitutional adequacy of the statutory procedure, as applied to the Association, is before this Court or was before the court below. The respondents could not complain that the Board's order, pursuant to the statute, infringed rights of the Association under the Constitution, even if the order did so. The employer "can complain only of the infringement of its own constitutional immunity, not that of its employees." *Virginian Ry. Co.* v. *System Federation No. 40*, 300 U. S. 515, 558, and cases there cited.

(c) Even if a constitutional objection had been properly raised by the Association, however, it would plainly be without merit. Contrary to the

statement of the court below (R. 541) that "the union *enjoined* has not been notified or heard" (italics supplied), the order of the Board neither imposes nor purports to impose any enforceable obligation upon the Association. In no view, therefore, can there be any constitutional requirement that the Association be made an actual party to the proceedings or that it be formally notified thereof.

We are aware of no authority suggesting a constitutional necessity that the Association be permitted to participate in any manner in the proceedings. Thus, in both the *Texas & New Orleans* case, 281 U. S. 548, and the *Virginian Railway* case, 300 U. S. 515, recognition was ordered withdrawn—expressly in the first case and by necessary effect in the second—from company-dominated unions who were not parties to the suits. Numerous judicial applications of the equitable rule as to indispensable parties[19] are persuasive as to the validity

[19] Thus, in *General Investment Co.* v. *Lake Shore Ry.*, 260 U. S. 261, 283, 285–6, the Court held that one of certain railroads which had contracted to submit to their stockholders an agreement for consolidation was not an indispensable party in a suit to enjoin another of the contracting carriers from consummating the consolidation. Similarly, a defendant may be enjoined from performing what an absent person not made a party to the suit has contracted with him that he may do. *N. Y. Phonograph Co.* v. *Jones*, 123 Fed. 197 (S. D. N. Y.); *E. L. Husting Co.* v. *Coca Cola Co.*, 194 Wis. 311, 216 N. W. 833, rehearing denied, 205 Wis. 375, 238 N. W. 626, certiorari denied, 285 U. S. 538; *Nokol Co.* v. *Becker*, 318 Mo. 292, 300 S. W. 1108; *Alcazar Amusement Co.* v. *Mudd & Colley Amusement Co.*, 204 Ala. 509, 86 So. 209; *Meyer* v. *Washington Times Co.*, 76 F. (2d) 988 (App.

of such procedure. That rule, of course, expresses a principle of judicial administration (*Elmendorf* v. *Taylor*, 10 Wheat. 152, 166–167) and not of due process (*McCaughey* v. *Lyall*, 224 U. S. 558), but statements of the rule, under which the Association would not be regarded as an indispensable party, clearly indicate that it could constitutionally be excluded by statute.

The Act, however, presents no such question. The Association is assured full rights of participation with respect to the proceedings. It might have intervened in the original proceedings before the Board (Section 10 (b)). Compare *United States* v. *Merchants & Manufacturers Traffic Ass'n*, 242 U. S. 178, 188. This right alone would protect

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D. C.), certiorari denied, 295 U. S. 734. Again, courts have frequent occasion even to declare contracts invalid, or prohibit their making in the future, in suits to which only one of the parties is a respondent. *E. g.*, *Dr. Miles Medical Co.* v. *Park & Sons*, 220 U. S. 373; *Butterick Co.* v. *Federal Trade Commission*, 4 F. (2d) 910 (C. C. A. 2d). Indeed, it was early announced by this Court that—

"It can never be indispensable to make defendants of those against whom nothing is alleged and from whom no relief is asked." (*Payne* v. *Hook*, 7 Wall 425, 432.)

To the same effect is *Mechanics' Bank* v. *Seton*, 1 Pet. 299, 306. Under the view that the test to determine whether an absent person is an indispensable party is the practical one whether the decree asked by the plaintiff leaves open to the absent party the effective assertion and protection of his rights (*Roos* v. *Texas Co.*, 23 F. (2d) 171, 172 (C. C. A. 2d)), certainly the Association cannot be regarded as indispensable in the light of the safeguards available to it under the statute.

it, if it had knowledge of the proceedings; and it is inconceivable that it could not be established, were the issue presented, that the Association did have such knowledge.[20] In any event, the Association has the right under Section 10 (f) of the statute to apply to the circuit court of appeals to have the order set aside; or it might have sought to intervene in the proceedings brought in the circuit court of appeals by the Board. Due process does not require a hearing prior to judgment, even of a party bound thereby; the Constitution is satisfied if defenses may be presented on appeal. *American Surety Co.* v. *Baldwin*, 287 U. S. 156, 168, and cases there cited; *Moore Ice Cream Co.* v. *Rose*, 289 U. S. 373, 384.

(3) Judge Dickinson's argument that the Board's order condemns a union limited in membership to the employees of any particular em-

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[20] The proceedings before the Board were publicly held in Pittsburgh, the center of the respondents' activities; and the illegality of the Association's formation and administration was a principal issue and subject of testimony at one of the official hearings. Among the witnesses were officials of the respondents who were members of the Association's own joint reviewing committee. (Duvall, R. 377, 431; Dow, R. 469, 475; Davidson, R. 462, 481; Crawford, R. 462, 489, 500.)

In any event, we think that as a matter of law notice to the respondents was notice to the Association. The Board found that the control of respondents "so permeates every aspect of its (the Association's) operations that the Association and the management cannot be regarded as separate entities" (R. 27). As before stated, p. 30, *supra*, this finding is amply supported by the record.

ployer obviously misapprehends the meaning of the order. The Board's order requires withdrawal of recognition from the Association not because the Association is limited in membership to respondents' employees but because it is dominated by respondents and is not a true representative of those employees. Nothing in the order can be regarded as preventing respondents' employees from selecting a representative not affiliated with an outside labor organization, and limited to respondents' own employees.

(4) It is urged that the employees involved in this case were employed by subsidiaries of the respondent Pennsylvania Greyhound Lines, Inc., and not by respondents. The Circuit Court of Appeals unanimously rejected this contention. With respect to it Judge Biggs declared (R. 543): "There was ample evidence before the Board to sustain its finding that the discharged employees were in fact mainly employed by the respondent Pennsylvania Greyhound Lines, Inc., for the benefit of subsidiary corporations engaged in actual transportation operations in interstate commerce." Since the Board's finding is supported by evidence, it will not be disturbed by the courts. *Washington, Virginia & Maryland Coach Co.* v. *National Labor Relations Board,* 301 U. S. 142, 147.

It is sufficient to point out, in support of the Board's finding, that the men at the Pittsburgh garage were paid by Pennsylvania Greyhound Lines, Inc. (R. 124, 330; Bd. Ex. 38), one of the

respondents, and could be discharged by its officials (R. 420–22), and that application blanks for employment were made out in the name of the Greyhound Management Co. (Bd. Ex. 43; R. 469, 477), the other of the respondents. The employees' group insurance was in the name of Greyhound Management Co. (R. 146), while the individual employee's application for insurance gave the name of the employer indiscriminately as Pennsylvania Greyhound Lines, Inc. or Greyhound Management Co. (Bd. Exs. 45 to 53). The name of the employees' association established by respondents is "Employees Association of Pennsylvania Greyhound Lines, Inc." (Resp. Ex. 6). Various other documents dealing with employees' activities bear the name of the respondent companies (Bd. Exs. 60–63, 65, 75–86; Resp. Ex. 3; R. 356). The evidence on this question is summarized at greater length in the Board's findings (R. 51–52).

Respondents suggest in their brief in opposition to the petition for certiorari that under *Crowell* v. *Benson,* 285 U. S. 22, the court must determine *de novo* the question of whether the persons here involved are their employees. Although we believe that this argument misconceives the effect of that decision, it is not necessary to consider that question here. For regardless of the scope of judicial review there can be no question on the record in this case that the Board's finding that the respondents here were the employing companies is correct. The evidence points clearly to respondents as the

employers and to no one else. Respondents are attempting to take advantage of the complexity of the Greyhound system of holding companies to confuse the issue.

(5) Respondents also attack the jurisdiction of the Board on the ground that no charge was filed with the Board by respondents' employees, but only by a labor organization having no real controversy with the respondents.

The first and most obvious answer to this contention is that the charge was filed by Local Division No. 1063 of the Amalgamated Association of Street, Electrical Railway and Motor Coach Employees of America (R. 3–5), and that this division of the national organization was composed exclusively of respondents' employees (R. 254) and acted as the agent of those employees who were its members (R. 15, 95, 143). The organization had about 50 or 60 members (R. 77, 119, 288–89), and clearly was not merely "negligible" or "embryonic", as the respondents assert. Moreover, even if the charge had not been filed by employees, the Board would not lack jurisdiction. The Act does not require that a charge be filed by an employee,[21] and the Board's rules permit charges to be filed by "any

[21] The pertinent provision of the Act is the first part of Section 10 (b), which reads as follows: "Whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice, the Board, or any agent or agency designated by the Board for such purposes, shall have power to issue and cause to be served upon such person a complaint stating the charges * * *."

person or labor organization" (Article II, Section 1).

Respondents assume that a proceeding before the Board is a controversy between the person making the charge and the employer. This is not so. The charge is merely a device for bringing an alleged violation of the Act to the attention of the Board. The Board then decides for itself whether to issue a formal complaint, and a proceeding before the Board is commenced only if such a complaint is issued. The case or controversy then is between the Government, represented by the Board, and the respondent—not between the person filing the charge and respondent. *Agwilines, Inc.* v. *National Labor Relations Board,* 87 F. (2d) 146, 150–151, (C. C. A. 5th); *cf. National Labor Relations Board* v. *Carlisle Lumber Co.,* (C. C. A. 9th), decided December 13, 1937. The proceeding is precisely the same as under the Federal Trade Commission Act. That Act does not "provide private persons with an administrative remedy for private wrongs. The formal complaint is brought in the Commission's name; the prosecution is wholly that of the Government; * * *. A person who deems himself aggrieved by the use of an unfair method of competition is not given the right to institute" a proceeding but only to file a charge. *Federal Trade Commission* v. *Klesner,* 280 U. S. 19, 25. The above language is equally applicable to the National Labor Relations Act, the procedural provisions of which were in large part modeled on the Federal Trade Commission Act.

CONCLUSION

It is respectfully submitted that the judgment below should be reversed in so far as it denies enforcement to subdivisions (c) and (d) of paragraph 4 of the Board's order.

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1937.

No. 413.

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY.

BRIEF IN OPPOSITION TO PETITION FOR CERTIORARI

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1937.

No. 413.

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY.

BRIEF IN OPPOSITION TO PETITION FOR CERTIORARI

The present petition seeks a review of a judgment of the Circuit Court of Appeals in the above entitled matter in so far as such judgment failed to approve and enforce an order of the National Labor Relations Board in particulars to be later considered. For their bearing on matters later presented, the consideration whereof should be decisive of a negative answer to the petition, a summary review of the proceedings is desirable.

STATEMENT

Jurisdiction on the part of the National Labor Relations Board was invoked through a charge filed by the so-called Local Division 1063 of the Amalgamated Association of

Street, Electric Railway & Motor Coach Employees of America, asserting that respondents had been guilty of certain unfair labor practices inhibited by the National Labor Relations Act (R. 3). Responsive to this charge, a complaint was issued by the Board, accompanied by a notice of hearing (R. 6).

At the hearing, respondents appeared and objected to the Board's jurisdiction on various grounds (R. 12), which were overruled and thereupon filed their answer, in which, amongst other things, it was specifically denied that respondents were employers or that the relation of master and servant existed between them, or either of them, and the several parties against whom the asserted unfair labor acts had been directed (R. 14, par. 8). The evidence before the Board disclosed that the respondent, Pennsylvania Greyhound Lines, Inc., was not an operating company (R. 330), on the contrary, that it was a holding company, owning the controlling interest in the stock of various operating subsidiaries toward which its sole relation was that of fiscal agent (R. 330).

The respondent, Greyhound Management Company, was not an operating company, on the contrary, its functions were limited to certain management details outside of those involved in the relations between employer and employee in the operating subsidiaries (R. 485, 486). One of the subsidiaries referred to, in connection with the conduct of whose business the charge and complaint of unfair labor practices arose, was engaged in the operation of a garage in the city of Pittsburgh, where the buses of one or more of the subsidiaries engaged in transportation were serviced and repaired and similar services rendered to outside persons and organizations (R. 330). At the close of the evidence by the Board, the respondents moved to dismiss the pro-

ceedings on several grounds, amongst which were lack of jurisdiction under the Act (R. 326).

The undisputed evidence further disclosed that some three years before the enactment of the Labor Relations Act, an organization of the employees of a number of the subsidiaries (including the operator of the garage in question) had been formed. The relations between the employers and the members of this organization were made the subject of the stereotyped form of attack resorted to in cases of this character with the resultant finding by the Board, in substance, that the employees' organization had been promoted by the employers which had rendered financial assistance, etc., and had largely controlled the organization's policies (R. 20).

The finding further determined that the employers had used coercion and intimidation in their efforts to compel the employees to affiliate themselves with the employees' organization and to refrain from becoming members of any other labor organization or union (R. 26).

The undisputed evidence disclosed that Local No. 1063 at the time the charge in its behalf was filed as well as at the date of the hearing, was in an embryonic state; that it had received its charter from the American Federation of Labor shortly before the charge was filed; that it was inspired by the activities of one of the employees of the garage operating unit who is named in the charter as its president; that the charter contemplated a completed organization with regularly elected officers and directors (R. 254); that at the date the charge was filed as well as that of the hearings, the organization had not been completed; that the only officers were the president already mentioned and one director (R. 260, 288); that applications for membership conditioned the applicant's payment of dues on the circumstance an agreement was negotiated with the oper-

ating employer (R. 173); and finally, that its membership was limited to a negligible number of the garage's employees.

In the circumstances last mentioned, the jurisdiction of the Board was challenged on argument before the Board as well as before the Circuit Court of Appeals on the ground that the proceedings had not been lawfully originated; that the charge was filed by an ostensible organization which had not passed the formative state; that there was no evidence of its authority to institute such proceedings or of its representative status as far as the members were concerned; and finally, that there was no showing of approval by its nominal membership of the proceedings instituted. To this last, the Board, notwithstanding the express provisions of the Act, replied that the charge was immaterial as the Board was authorized to issue a complaint on its own motion.

By reference to the proceedings before the Senate (S. 1958), it will be found that as introduced, the bill contained the following language, "whenever there is a charge *or the Board shall have reason to believe* that any person has engaged in or is engaging in any such unfair labor practice," the Board may issue a complaint. The language italicized was stricken from the Act in the form in which it was finally passed.

The Labor Board, as already indicated, resolved the various matters thus suggested against respondents with the result of issuing the order sought to be enforced through application to the Circuit Court of Appeals in the present proceeding. To complete the picture, the negative side has important bearing.

At the outset it should be noted that at the time the charge was filed with the Labor Board, no controversy had arisen with respect to rates of pay, hours of work or other features

incident to the usual relations between employer and employee. There had been no demand made on the operating subsidiary or the respondents for the recognition of any labor organization as the representative of the employees, or any part thereof, for purposes of collective bargaining. No demand of any kind had been made by or on behalf of Local No. 1063 nor any complaint lodged with the employer by that organization. The same conditions continued as of the date of the conclusion of the evidence before the Board and that of the issuance of the latter's order here involved.

At no time before or during the proceedings had any question of collective bargaining been raised and it is frankly conceded and emphasized in the pending petition filed on behalf of the Labor Board, that no issue of collective bargaining had been presented or considered. The record further discloses no complaint made by any individual employee on his own behalf respecting any incident of his employment. There had been no cessation or interruption of operations or the public service rendered by the operators. Harmony prevailed between the employees and their employer except in so far as that harmony may be assumed to have been interrupted by the agitation inspired by a negligible number of those employees in the manner and under the circumstances already alluded to.

Out of the conditions thus indicated grew the extended and complicated procedure before the Labor Board disclosed by the present record.

ARGUMENT

I.

Jurisdiction of the National Labor Relations Board.

From matters already alluded to it will have been observed that two serious questions respecting the jurisdiction of the Labor Board were presented in the present proceedings, viz.: (a) The lack of authoritative representative status on the part of the organization by which the original charge was filed; and (b) that the relation of employer and employee did not exist between the respondents and those on whose ostensible behalf the charge was filed which resulted in the complaint issued by the Labor Board.

If it shall be asserted that respondents are not in position to raise these questions in the circumstance that they have taken no steps to review the decision of the Circuit Court of Appeals, the answer will immediately suggest itself. The entire record of the proceedings is before this Court and if, as here contended, it conclusively appears that the proceedings were inaugurated without jurisdiction, it should require no argument to demonstrate that the result should have an important bearing in determining the propriety of granting the discretionary relief invoked by the pending petition.

A. The Board's authority to issue a complaint in the present proceedings necessarily turns on the terms of the Labor Relations Act.

Section 10(b) of the Act provides that "whenever it is charged that any person has engaged in or is engaging in any such unfair labor practice" the Board "shall have power to issue" a complaint.

The National Labor Relations Board is "quasi-judicial in

character" as regards complaints and hearings, and its character as such is stressed in the reports of the Senate and House Committees (S. Report No. 573; H. R. Report 1147) and in the "Statement of the Managers on the Part of the House" of the Conference Report (H. R. Report 1371).

Such being the character of the Board, in order to give it jurisdiction in a proceeding under Section 8 of the Act, the only section under which the respondents were charged or complained against, there must have been a "charge" by a competent party. The federal judiciary has only jurisdiction in "cases" or "controversies" under Article III, Section 2 of the Constitution. A "case" or "controversy" under this Article is one between parties in interest in a judicial sense.

Muskrat vs. United States, 219 U. S. 346.

Section 8 of the Act relates to "Rights of Employees." As was stated in the Senate Report on the bill (p. 7):

> "This definition does not mean that the Government could intervene in a 'dispute' between an employer and let us say, a critical college professor; for jurisdiction, under this bill depends upon the charge of an unfair labor practice affecting commerce, and there could be no such practice involving the employer and the college professor."

Unlike the Interstate Commerce Commission and the Federal Trade Commission, the Board was not authorized to initiate proceedings on its own motion. As heretofore indicated, the provision in the Act as introduced in the Senate (S. 1958) authorizing the Board to proceed on its own initiative, was stricken from the Act as finally passed.

The rights in the instant case charged as having been violated, were "Rights of Employees" under the Act.

If it is contended that Local No. 1063 acted as the representative or agent of the "employees," attention may be called to the fact, already commented on, that there is no allegation in the charge or in the complaint, or evidence in the Record sustaining any such representative status.

B. The finding of the Board to the effect that the relation of employer and employee existed between respondents and those whose rights were assumed to have been violated is not controlling. The relation thus postulated is jurisdictional and the courts are not concluded by a finding of an administrative body thereon.

The decision of this Court in *Crowell vs. Benson,* 285 U. S. 22, is decisive on this feature of the case. It is only necessary to include a brief extract from the opinion of Chief Justice Hughes in that case:

> "What has been said thus far relates to the determination of claims of employees within the purview of the Act. A different question is presented where the determinations of fact are fundamental or 'jurisdictional,' in the sense that their existence is a condition precedent to the operation of the statutory scheme. * * * These conditions are indispensable to the application of the statute, not only because the Congress has so provided explicitly (Sec. 3), but also because the power of the Congress to enact the legislation turns upon the existence of these conditions."
>
> * * * * * * * * *
>
> "In the present instance, the Congress has imposed liability without fault only where the relation of master and servant exists in maritime employment and, while we hold that the Congress could do this, the fact of that relation is the pivot of the statute and, in the

absence of any other justification, underlies the constitutionality of this enactment. If the person injured was not an employee of the person sought to be held, * * * there is no ground for an assertion that the person against whom the proceeding was directed could constitutionally be subjected, in the absence of fault upon his part, to the liability which the statute creates.

* * * It is the question whether the Congress may substitute for constitutional courts, in which the judicial power of the United States is vested, an administrative agency—in this instance a single deputy commissioner—for the final determination of the existence of the facts upon which the enforcement of the constitutional rights of the citizen depend."

Neither of the questions thus suggested were considered by the Circuit Court of Appeals in the judgment here sought to be reviewed but their existence is clearly disclosed by the record. Assuming the correctness of the contentions of lack of jurisdiction in the inception of the proceedings the latter can hardly be regarded as of more than moot character and in asserting the right to more complete relief than that affirmatively granted by the judgment of the Circuit Court of Appeals, we think the answer should be found in the circumstance the Board has already received more relief than that to which it was entitled and should be satisfied accordingly.

II.

The Judgment of the Circuit Court of Appeals in the Particulars Challenged Was Correct.

In approaching the terms of the judgment of the court which are here challenged and sought to be reviewed, we are confronted with two separate questions, the first of which necessarily turns on the authority of the Labor Board under the Act, and second, on the nature of the jurisdiction conferred on the courts under the Act's terms.

The provisions of the Labor Board's order which are not here in question were of the customary sweeping and drastic character. These were supplemented by what are here referred to as Subdivisions (c) and (d) of paragraph 4 as follows:

> "(c) Withdraw all recognition from the Employees' Association of the Pennsylvania Greyhound Lines, Inc., as representative of their employees, including the employees of the Pennsylvania Greyhound System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;
>
> (d) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof;"

It is broadly asserted by petitioner that the right to incorporate the last two quoted provisions is indispensable in the exercise of the authority conferred on the Board by

the Act's terms. In this connection stress is laid on the language of Subdivision (c) of Section 10 of the Act, as follows:

> "(c) * * * If upon all the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this Act."

If the interpretation of this language is as broad as that indicated by the argument of petitioner, it means nothing less than that absolute and arbitrary dictatorial power is lodged with the Board with no restraint on its exercise provided the exercise of that power is, in its opinion, calculated to carry out the purposes of the Act. The results of the exercise of a power as broad as thus assumed, are too clear to require detailed comment. Whether the delegation of any such power would render the Act illegal needs not be here considered. The salient and determinative feature in the pending case would appear to be found in the circumstance that there was no question *of the recognition of any representative* for collective bargaining in the present proceedings. The employer had done no act or taken any step indicative of its intention to recognize the existing employees' organization as such sole representative. It had in nowise refused to recognize Local No. 1063 for the quite obvious reason that that organization, as already indicated, had taken no steps to obtain recognition by the

employer for any purpose whatsoever. At the time the latter filed its charge with the Labor Board its existence, from a practical standpoint, was little more than potential.

Furthermore, no action had been had or taken by the Board to determine or certify the authorized representative of the employees for the purpose of collective bargaining.

What was intended, and all that was intended by the Board in the provisions challenged was obviously to coerce the employees into submitting their fortunes to the mercies of an outside union or organization, or, as the alternative, to risk the loss of their collective rights.

If we assume that the main purpose of the Act was to sanction the free and uninterrupted exercise of the rights of employees without restraint, intimidation or coercion, it would seem that the Act should work both ways and that the results in this regard should not be subjected to arbitrary interference by the Board.

It is argued, however, that the Circuit Court of Appeals, in refusing to enforce these provisions, disregarded the rule established in *Texas & N. O. R. Co. vs. Brotherhood,* 281 U. S. 548, the ruling in which case is assumed to have provided the pattern for the draftsmen of the Labor Relations Act.

In the almost innumerable controversies which have arisen respecting the Act in question, so much stress and so many claims have been postulated of the ruling in this case that it may not be out of place to briefly summarize the situation therein presented.

The case arose under the 1926 Amendment to the Transportation Act of 1920. The "Brotherhood" had been recognized by the railroad as the representative of its clerical employees. Negotiations had been carried on between the

Brotherhood and the railway respecting various incidents of the employment. One of these involved a demand for an increase in pay which had been refused by the railway whereupon the Brotherhood invoked the aid of the Board of Mediation. While proceedings under the latter application were pending the railway inaugurated the organization of what for brevity may be termed a company union and incidentally sought to coerce its employees into joining that organization and to refrain from joining the Brotherhood. These conditions gave rise to a bill filed by the Brotherhood to enjoin the continuation of such intimidation and coercion; to require the railway to restore the *status quo* as far as the Brotherhood's representative status was concerned; and to enjoin the railway from interfering with or coercing the members of the Brotherhood.

The suit resulted in an injunction, the terms of which were qualified by the following pertinent language:

> "Nothing in this injunction shall be considered or construed as authority to prevent any employee of said defendant Railroad Company, in the class referred to, from organizing, joining, promoting, or fostering as many unions as he or they (meaning such employees in the class referred to) may desire, and in any way which he or they may desire, and with the assistance and aid of any of his fellow employees in any way and to any extent that said fellow employees (in the class referred to) may desire; * * *"

The case as presented to the appellate courts grew out of an order adjudging the railway in contempt for violation of the injunction's terms and requiring the railway in order to purge itself of contempt, to disestablish the company union as the representative of its employees and restore the

Brotherhood to its previous representative status. The substance of the order appears in the opinion of this Court and need not, therefore, be more fully detailed.

When it is considered that, in the present case, there was no question of representative authority and that no steps had been taken by the Labor Board to designate the representative for the purpose of collective bargaining, the distinction between the case cited and the situation here presented requires no comment.

Nothing in the present case disclosed that the organization of the employees had ever assumed or exercised any such representative power as that provided by the Act's terms or as the "sole representative" for the purpose of collective bargaining. Nothing in the record disclosed that the employees' organization had ever assumed to represent or act on behalf of anyone other than its members or to assert any such exclusive rights as that ascribed to the status of the representative for the purposes of collective bargaining by the terms of the Act.

The terms of the Labor Board's order here in question required the company to deny all recognition to the employees' organization, thus effecting the latter's practical dissolution, a result naively if not specifically admitted in the present petition at page ten. As confirmatory of the conclusions thus reached, allusion may be made to the following features.

1. The Employees' Association was a labor organization within the definitions in the Act's terms (Section 2(5)). The findings of the Board in the pending proceedings recognize the status thus indicated as well as the fact that the creation of the organization antedated the passage of the Labor Relations Act by several years (R. 21). In these

circumstances the provisions of the Labor Board's order under review should be contrasted with the conceded circumstance that no question of collective bargaining was involved in the pending proceedings.

2. The Employees' Association, having the status last mentioned, was legally entitled to designate the representative of its members without restraint or coercion. Conversely stated, the correlative right was legally vested in the employer. The injunctive provisions of the Labor Board's order here in question constituted an illegal violation of the rights of both.

3. The sections of the Labor Relations Act dealing with the question of employees' representation are included in Section 8 (5) and Section 9 (a), (b) and (c). Nothing in the complaint or order of the Labor Board pretends to invoke any of these provisions in the instant case.

4. It being conceded in the pending petition that no question of representation was involved, the injunctive provisions of the Labor Board's order here in question were obviously premature as aimed at nothing more than the question of the employees' representation. Furthermore, the terms of the order in the respects under consideration were arbitrary and uncalled-for when considered in the light of the existing situation.

In considering the question dealing with the authority of the Circuit Courts of Appeals under the Act's terms, the argument of petitioner assumes that the judicial functions are limited to those of an ordinary court of error and appeal. Jurisdiction is conferred by Section 10 (e) of the Act which authorizes the Board to apply to the court for a decree enforcing orders made by it. After reciting that

the court may grant temporary relief and for hearings on the merits, the section includes the following:

> "* * * and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript a decree enforcing, modifying, and enforcing as so modified, or setting aside in whole or in part the order of the Board."

The jurisdiction thus contemplated is not essentially different from that provided in other cases of administrative bodies. The general scope of such jurisdiction was stated by Chief Justice White in *Intermountain Rate Cases*, 234 U. S. 476, 490-491:

> "It is of course true as pointed out in *Interstate Commerce Commission vs. Illinois Central Railroad*, 215 U. S. 452, 470, and since repeatedly applied that findings of fact made by the Commission within the scope of its administrative duties must be accepted in case of judicial review, but that doctrine, as was also pointed out, does not relieve the courts in a proper case from determining whether the Constitution has been violated or whether statutory powers conferred have been transcended or have been exercised in such an arbitrary way as to amount to the exertion of authority not given, doctrines which but express the elementary principle that an investiture of a public body with discretion does not imply the right to abuse but on the contrary carries with it as a necessary incident the command that the limits of a sound discretion be not transcended which by necessary implication carries with it the existence of judicial power to correct wrongs done by such excess."

Applying the rules thus stated we think the court in the instant case was entirely within the limits of its discretionary power in striking out and excluding so much of the order as it considered unjustified by the conditions presented in the record and as arbitrary and unreasonable.

CONCLUSION

In support of its contentions on the present application it is broadly asserted by the Labor Board that the decision of the Circuit Court of Appeals in the features sought to be reviewed conflicts with the decisions of this Court in *Virginian Ry. Co. vs. System Federation No. 40,* 300 U. S. 515, and *National Labor Relations Board vs. Jones & Laughlin Steel Corp.,* 301 U. S. 1. The contention is untenable.

In the former of these cases the Mediation Board had designated and certified under the terms of the amended Railway Labor Act, the sole representative of the employees for the purposes of collective bargaining. The order of the court was addressed at compelling recognition of the steps thus taken by the Mediation Board by enjoining the recognition of any other representative of the employees than that designated and certified for that purpose. In the second of the cases cited the question with which we are here concerned was not involved.

It may be stated in conclusion that the decision of the Circuit Court of Appeals of the Ninth Circuit in *National Labor Relations Board vs. Pacific Greyhound Lines, Inc.,* rendered July 16, 1937, and not yet reported, reached the same conclusion as that reached by the Circuit Court of Appeals of the Third Circuit in the pending proceedings, with respect to the same injunctive features of the Labor Board's order here sought to be enforced.

For the reasons herein stated it is submitted that the petition for certiorari should be denied.

Respectfully submitted,

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NATIONAL LABOR RELATIONS BOARD,

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vs.

PENNSYLVANIA GREYHOUND LINES, INC., AND GREYHOUND MANAGEMENT COMPANY,

Respondents.

BRIEF ON BEHALF OF RESPONDENTS.

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Respondents.

BRIEF ON BEHALF OF RESPONDENTS.

This matter is before the Court on a writ of certiorari addressed to the United States Circuit Court of Appeals of the Third Circuit, to review the decree of that Court refusing to enforce, in certain particulars to be later considered, an Order of the National Labor Relations Board.

STATEMENT

As the facts will require presentation in connection with the various subjects hereinafter presented, a statement at this point would entail unnecessary repetition.

ARGUMENT

I.

The National Labor Relations Board Was Lacking in Jurisdiction in the Proceedings Involved in the Instant Case.

A.

The Proceedings Before the Board Were Not Instituted or Carried on by a Real Party in Interest.

In discussing the questions raised under this subdivision it is unnecessary to go into extended discussion of the precise character of the functions exercised by the Labor Board. An examination of the reports submitted to both branches of Congress while the Labor Act was under consideration clearly discloses that the powers intended to be vested in the Labor Board were quasi-judicial.

See:

S. Report No. 573, 74th Cong., 1st Sess.

H. R. Report 1147, 74th Cong., 1st Sess.

It is unnecessary to urge that the powers conferred were strictly judicial.

Compare:

Federal Trade Commission vs. Eastman Kodak Co., 274 U. S. 619.

Texas and Pacific Ry. Co. vs. I. C. C., 162 U. S. 197.

It is well settled that the powers of special administrative boards or commissions created by Congress are strictly limited by the terms of the legislation under which they are created.

It may, we think, be broadly stated without fear of serious

contradiction that any case or controversy before the Labor Board presupposes (1) the existence of a labor dispute; (2) that it be regularly inaugurated by a party or parties affected by such dispute; and (3) that it may not be instituted by the Labor Board on its own initiative. Confirmatory of the facts thus stated, allusion may be made to Senate Report on S. 1958 (74th Cong., 1st Sess.), in which the following broad statement appears:

> "This definition does not mean that the Government could intervene in a 'dispute' between an employer and let us say, a critical college professor; for jurisdiction, under this bill depends upon the charge of an unfair labor practice affecting commerce, and there could be no such practice involving the employer and the college professor" (p. 7).

As respects the Labor Board's power of initiative, it is only necessary to allude to the fact that the bill as originally submitted to Congress extended to the Labor Board the power indicated, in the following language:

> "whenever there is a charge *or the Board shall have reason to believe* that any person has engaged in or is engaging in any such unfair labor practice,"

the Board may issue a complaint, etc.

In the final draft of the bill, as the same was ultimately enacted and approved, the words italicized in the above quotation were eliminated.

We are thus brought to a consideration of the circumstances under which the proceedings in the instant case were inaugurated. From which it clearly appears that the party by whom the original charge was filed was in process of formation and which at the time the charges were filed, as well as the entire period covered by the proceedings be-

fore the Labor Board, was not shown to have had any representative status or authority as far as the real parties in interest (the employees) were concerned. In this connection it should be perhaps added at this point, that the issue was raised by respondent's motion to dismiss, challenging the Board's jurisdiction at the opening of the hearings (R. 61-62), and that it was renewed at the close of the testimony introduced by or on behalf of the Board (R. 326).

Returning to the point from which the above digression was made, the facts disclosed by the record where the subject is covered in extended detail, may be summarized as follows:

The employees (whose rights were assumed to have been involved in the proceedings) were employed by Pennsylvania Greyhound Transit Company (R. 330, 486, 53), a circumstance to be later referred to in the next succeeding subdivision of the present argument. One of such employees applied for a charter from the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America (an affiliate of the American Federation of Labor) (R. 254, 273). The charter was granted for the newly proposed organization designated as Local Number 1063 (R. 254). The charter provided in substance, for a complete executive and administrative organization, including a president, vice-president, a recording secretary, financial secretary and board of directors, etc. (R. 429). It designated the individual applicant as president (R. 288; 260). Following the step last indicated, the facts disclosed that a negligible number of the employees had applied for membership, and paid no dues (R. 288-289). At the time the charge was filed no further steps had been taken to complete the organization. None of the other executive officers or a board of directors had been designated (R. 288-289). The

conditions in this latter regard continued throughout the entire period covered by the hearing.

In these circumstances argument hardly seems required to demonstrate that the organization by which the charge was filed was in a purely embryonic state; that its officers were wholly lacking in authority to inaugurate proceedings on its behalf; and that it was totally lacking in representative status as far as its ostensible members were concerned. Notwithstanding, the precipitous haste with which the Labor Board sought to exercise its jurisdiction, sufficiently appears in the following circumstances. On October 8th, 1935, the Board granted permission to Local Number 1063 to file a charge (R. 5-6). On the same date a charge was filed by counsel in the name and on behalf of Local 1063 (R. 3-5). On October 9th, 1935, the Board issued its complaint (R. 6-10). The complaint was served on respondents on October 10th, 1935. The complaint set the date for hearing at Pittsburgh October 22nd, 1935. On the date last mentioned the hearing was commenced and continued until October 26th, 1935 (R. 59-527).

The Board issued its decision and Order on the 7th day of December, 1935 (R. 16). The same was served on respondents on December 9, 1935, and on December 10, 1935, the Board filed its petition in the office of the Clerk of Court of the United States Circuit Court of Appeals for the Third Circuit, for enforcement of the Board's Order.

It may be reasonably assumed that the procedure followed by the Board arose from its anxiety to bring before the courts a case to determine the constitutionality of the Wagner Act, where the issue of interstate commerce was not involved, but this anxiety cannot excuse the non-observance of fundamental requirements for proceedings of this character. Lacking, what for brevity may be termed a real party

in interest, the Board should have recognized that it was wholly without jurisdiction and have dismissed the proceedings accordingly.

B.

The Relation of Employer and Employee Did Not Exist Between Respondents and the Parties in Whose Ostensible Behalf the Proceedings Were Instituted.

The Board found that the respondents were the employers of the employees, the infringement or violation of whose rights was the subject of the charges embodied in the complaint (R. 6). The facts, briefly stated, were as follows:

The employees in question were employed by Pennsylvania Greyhound Transit Company, an independent corporation which constituted one of the operating subsidiaries of the Greyhound System (R. 53, 330, 486). This operating subsidiary conducted the Pittsburgh garage, leased from respondent Pennsylvania Greyhound Lines, Inc. The controlling interest in the stock of the Transit Company was owned by the last named respondent. Such respondent's sole function as far as operations were concerned was that of a fiscal agent through which the accounts of all the various operating subsidiaries were liquidated (R. 485-486). The respondent Greyhound Management Company's sole functions were related to the supervision of account systems and other technical phases of the affairs of the operating subsidiaries (R. 485, 53). There was no evidence disclosing that respondents controlled the employees of the operating subsidiaries or that any privity of contract existed between such employees and respondents or either thereof. In the circumstances thus indicated, it is clearly apparent that had an employee received actionable injuries in the course of his employment,

his sole right of action would have been against the particular subsidiary by which he was employed.

The operations of the various corporate motor carriers in the Pennsylvania Greyhound Lines System were conducted pursuant to the Federal Motor Carrier Act, 1935. The operating rights, called certificates of public convenience and necessity of these operating corporations were held pursuant to state laws and the Federal Act. The operating activity carried on by a corporation not specifically authorized would be subject to penalty under both Federal Act and the State laws. It was not until December 19, 1936, that the operating rights of the subsidiary companies of respondent Pennsylvania Greyhound Lines, Inc., were transferred and merged pursuant to the Federal Act into that holding company which then became an operating company (see Greyhound Mergers, 1936, Volume 1, Motor Carrier Cases, p. 342, Interstate Commerce Commission Reports).

Respondents raised the question of the absence of the employer and employee relation both in their answer (R. 13-14), and in their motion to dismiss (R. 326). The sole question for consideration was therefore, that of whether the employer and employee relation was essential to the Board's exercise of jurisdiction. The mere statement of the inquiry seemingly suggests the necessary answer particularly in the light of the terms of the Act in question. The existence of that relationship presents therefore, a jurisdictional question on which the findings of the Board were not conclusive.

The precise question was passed upon in the case of *Crowell vs. Benson,* 285 U. S. 22, in which Chief Justice Hughes, in the opinion of the Court stated as follows:

> "What has been said thus far relates to the determination of claims of employees within the purview of the Act. A different question is presented where the deter-

minations of fact are fundamental or 'jurisdictional,' in the sense that their existence is a condition precedent to the operation of the statutory scheme. * * * These conditions are indispensable to the application of the statute, not only because the Congress has so provided explicitly (Sec. 3), but also because the power of the Congress to enact the legislation turns upon the existence of these conditions."

* * * * * * * * * *

"In the present instance, the Congress has imposed liability without fault only where the relation of master and servant exists in maritime employment and, while we hold that the Congress could do this, the fact of that relation is the pivot of the statute and, in the absence of any other justification, underlies the constitutionality of his enactment. If the person injured was not an employee of the person sought to be held, * * * there is no ground for an assertion that the person against whom the proceeding was directed could constitutionally be subjected, in the absence of fault upon his part, to the liability which the statute creates.

* * * It is the question whether the Congress may substitute for constitutional courts, in which the judicial power of the United States is vested, an administrative agency—in this instance a single deputy commissioner—for the final determination of the existence of the facts upon which the enforcement of the constitutional rights of the citizen depend."

II.

The Decision of the Circuit Court of Appeals.

In approaching the terms of the judgment of the court which are here challenged and sought to be reviewed, two questions immediately present themselves, the first of which necessarily turns on the authority of the Labor Board under the Act, and second, on the nature of the jurisdiction conferred on the courts under the Act's terms.

The provisions of the Labor Board's order which are not here in question were of the customary sweeping and drastic character. These were supplemented by what are here referred to as Subdivisions (c) and (d) of paragraph 4 as follows:

> "(c) Withdraw all recognition from the Employees' Association of the Pennsylvania Greyhound Lines, Inc., as representative of their employees, including the employees of the Pennsylvania Greyhound System, for the purpose of dealing with respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work;
>
> (d) Post notices in conspicuous places in all of the places of business wherein their employees, including employees of the Pennsylvania Greyhound System, are engaged, stating that said Association is so disestablished and that respondents will refrain from any such recognition thereof;"

Briefly stated, the circumstances leading up to the mandatory injunction included in these provisions of the order were as follows:

Some three years before the enactment of the Labor Relations Act, an organization of the employees of the various

operating subsidiaries was created. This organization had continued to function from the date of its institution down to the time of the proceedings here in question. The relations between the employers and the members of this organization were made the subject of the stereotyped form of attack resorted to in cases of this character, with the resultant finding by the Board, in substance, that the employees' organization had been promoted by the employers which had rendered financial assistance, etc., and had largely controlled the organization's policies (R. 55-56).

The finding further determined that the employers had interfered with, restrained and coerced their employees in the exercise of their rights under Section 7 of the Act (R. 55).

The subject last mentioned, as well as that involved in the assistance and support rendered the association by the employer, were covered specifically in the "cease and desist" provisions of the Board's order which are not involved in the issues here presented. It may be added at this point that up to the time of the passage of the Labor Relations Act there was no evidence of any substantial dispute or controversy between the employees and their various employers, comprising the system as a whole. There was similarly no evidence of any dissatisfaction on the part of the employees respecting the handling of administrative features confided to the jurisdiction of the representatives of the employees' association. Incidentally, the fact may be mentioned that the employees called as witnesses by the Board in support of the charges made against the ostensible employers, admitted that in all matters submitted to the employees for determination by an election, such election had in all cases been fair and without restraint or coercion on the employers' part (R. 273, 274, 275).

It should further be added and emphasized that as the case was presented and considered by the Labor Board there was no question of collective bargaining involved. The sole charges preferred were made under Section 8 of the Act which embraces the subject of unfair labor practices. No allusion was made, nor was there any reason for such allusion in the proceedings, to Section 9 which embraces the subject of collective bargaining.

There was no evidence that the employer had ever in anywise recognized the employees' organization as the representative of any others than the accredited members of that organization. There was similarly no evidence that anything had been said or done by the employer or any action taken by the latter which could be construed as indicating its intention to extend the representative capacity or status of the employees' organization to that of collective bargaining agent as that characterization is specifically defined in the Act's terms. Nor had any other labor organization approached the employer as a representative of the employees.

In the circumstances thus indicated the question immediately propounds itself as to the authority of the Labor Board under the issues presented, to make any adjudication whatsoever respecting the rights of the employees' organization except in so far as the question of unfair labor practices was concerned. The latter issue was obviously limited *to past actions* and the enjoining of the continuance of *those actions* in the future.

It is broadly asserted by counsel for petitioner that the authority assumed by the Board in prejudging future rights and relations concerning both the rights of employer and employee was indispensable in effectuating the purposes of the Labor Act. Whether any such contention might be sustained under wholly different issues, as for illustration, in

proceedings involving the right of collective bargaining, or where the Board had certified such representative, need not be here considered. The action of the Board on purely anticipatory and hypothetical possibilities under the issues and circumstances here presented clearly exceeded its authority.

It is further contended by petitioner that the authority assumed by the Board in the present instance is expressly provided by Section 10 (c). The section in question covers the subject of hearings before the Board with the authorization of findings and orders requiring the party against whom charges are filed to cease and desist from unfair labor practices, adding the following terms:

> "* * * and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this Act. * * *"

As interpreted by petitioner, there is no limit to the discretionary power conferred by the Board provided that *in its opinion* its action is calculated to carry out the purposes of the Act.

It requires no argument to demonstrate that on any such interpretation the Board's power might be extended to wholly unconstitutional action as in the instant case.

It is next asserted that the decree of the Circuit Court of Appeals in refusing to enforce the provisions of Sections (c) and (d) of paragraph 4 of the Board's order, runs counter to the decisions of this court in *Texas & N. O. R. Co. vs. Brotherhood*, 281 U. S. 548; *Virginia Railway Co. vs. System Federation No. 40*, 300 U. S. 515; and *National Labor Relations Board vs. Jones & Laughlin Steel Corp.*, 301 U. S. 1.

The contention in this respect is wholly untenable if regard be had to the precise issues presented and determined

by the court in the cases mentioned. In this connection, we think it is only necessary to allude to the Texas & N. O. R. Case, the issues in which are too familiar to require more than a summary statement.

The suit was one in equity brought by the Brotherhood for the purpose of compelling its recognition by the Railroad, as representative of the employees for the purposes of collective bargaining. The facts, succinctly stated, disclosed that the Brotherhood had been recognized by the Railroad as such representative. That negotiations had followed incident to which a proposal was submitted for an increase in the scale of wages paid by the Railroad. This last was refused whereupon application was made by the Brotherhood to the Board of Mediation provided under the 1924 Amendment to the Transportation Act. While the subject was under consideration by the Board, the Railroad inaugurated the organization of its employees and by threats and intimidation sought to force such employees to join the organization and refrain from further relationship with the Brotherhood. The bill as filed sought as relief the restoration of the *status quo* to restrain the Railroad from interference with the freedom of its employees in selecting their representative for collective bargaining by threats, intimidation, etc.

A temporary injunction was sought and granted. The terms of this injunction having been violated, proceedings in contempt were instituted resulting in an order determining the charge had been sustained and providing in substance, that to purge itself from the contempt, the Railroad be required to reinstate the Brotherhood as representative of the employees for the purposes of collective bargaining. The issues were ultimately determined on the merits in favor of the Brotherhood, the injunction was made perma-

nent and incorporated with the contempt order in the final decree (25 F. (2d) 873). The latter was carried successively to the Circuit Court of Appeals and thence to this Court where it was considered in the case cited.

It is at least a peculiar coincidence that in the various reviews of this case, detailed examination of the proceedings in the lower court have been omitted. It has been assumed, and this, in reality is the burden of petitioner's argument in the present case, that the injunction order of the court, included in its decree, disestablished what for brevity may be termed the employees' organization and assumed to predetermine the rights of the members of that organization as well as the rights of the employer in dealing with such members. The assertion in this regard is wholly unjustified if reference be made to the decisions and decree of the District Court from which the appeals were taken.

The terms of the original injunction in this case appear in the decision of the Circuit Court of Appeals (33 F. (2d) 13). In its general features the injunction covered the incidents already alluded to but supplemented these by the following important provisions:

> "Nothing in this injunction shall be considered or construed as authority to prevent any employee of said defendant Railroad Company, in the class referred to, from organizing, joining, promoting, or fostering as many unions as he or they (meaning such employees in the class referred to) may desire, and in any way which he or they may desire, and with the assistance and aid of any of his fellow employees in any way and to any extent that said fellow employees (in the class referred to) may desire; * * *"

The language thus quoted seems to have been adroitly if

not disingenuously excluded from the reasoning of the Labor Board in its earlier decisions. The later decisions of the Board have manifested a tendency to recognize independent organizations of the employees not affiliated with any established union. These last require no detailed review.

Returning however, to the Texas Case, allusion should perhaps be made to the contempt proceedings resulting in the order already mentioned. This appears in the report found in 24 F. (2d) 426. Motions were made to vacate the temporary injunction (25 F. (2d) 873), and also to set aside the contempt order (25 F. (2d) 876). The ruling on the last mentioned motion explains and to some extent amplifies the terms of the original injunction. This last will sufficiently appear from the following excerpt of the opinion rendered by the court:

> "In directing the railroad to disestablish the Association of Clerical Employees as it is now constituted *as the recognized representative of the clerical employees* of the railroad company, the court merely restored the status which existed at the time of the granting of the injunction, at which time this association was in the process of formation, its representative character had not been established, and since that association had been formed and promoted by the interference of the defendant company, and its recognition brought about as the effective act in such interference in violation of the injunction, the court properly directed the railroad company not to recognize it as representative as presently constituted and established, *leaving open to the employees the right by secret ballot, or by any other way they desire, uninfluenced by dictation or interference by the defendant company, to select the association, if they chose, as their representative.*" (Italics supplied.)

With respect to the liberty of action of the employees not members of the Brotherhood, the order was further modified as follows:

> "* * * I believe that that provision in the contempt decree, No. 3 thereof, should be modified by adding after 'secret ballot,' or in any other manner decided by themselves, so that that provision of the contempt order will hereafter read: 'Reinstating and re-establishing the said brotherhood as the representative of the clerical employees in all matters relating to their employment by the said railroad company, disputes as to pay, working conditions, etc., substantially as said status was on June 1, 1927, until such time as said clerical employees by a secret ballot taken in accordance with the further directions of this court, *or by any other means of selection* which the employees themselves may decide upon and adopt, and without the dictation or interference of the said Texas & New Orleans Railroad Company, H. M. Lull, G. S. Waid, or J. C. Torian, shall choose another representative or representatives.'" (Italics supplied.)

It is thus apparent that the decision and decree in the case thus referred to and relied upon explicitly, saved and reserved to the members of the employees' organization the very rights which the provisions of the Labor Board's order now in question sought to deny. That these provisions were calculated and intended to drive the independent non-union employees into the sheltering folds of an established union is so far apparent as to exclude the necessity of argument. It is, however, contended by petitioner that it does not rest with the employer to assert the constitutional rights of his employees. The right, however, of dealing between employer and employee is correlative and the inhibition or qualifica-

tion of the rights of one equally infringes the right of the other.

It must not be overlooked in this connection that the broader features of the rights of independent employees and the corresponding right of the employer to deal with such employees is clearly involved in the provisions here sought to be reinstated in the Board's order. If employees refuse to submit their fortunes to an outside organization, involving the submission of their liberty to the arbitrary action of the latter, they are substantially exercising their constitutional rights. If, in this situation, they have the rights begrudgingly reserved to them of submitting their grievances individually, they certainly have the same right to combine and designate their representatives for the accomplishment of the same end. They may not be deemed or characterized as the sole agent for collective bargaining under the Act's terms, but their independent rights remain unaffected, for reasons above stated. They certainly cannot be "disfranchised" by the mere employment of epithets such as that of company unions. Let it be recalled that in both the Texas and Virginia Railway Cases it was explicitly held that the doctrines of the Adair and Coppage Cases were in nowise involved or questioned. If the right to hire and discharge is acknowledged, as thus stated, there is necessarily included the right of determining between the parties concerned, the terms of such hiring and this explicitly if not expressly recognizes the constitutional right of both the employer and employee to the exercise of the liberty of contract.

We need not pause to consider in detail the contention of petitioners in their argument in support of their application for certiorari in this case, to the effect that while the provisions of the order here in question may have been to disestablish the employees' organization, that organization

might be resuscitated by leave of the Board when the latter was satisfied that it was wholly free from the employer's domination (page 10).

We emphatically deny that any organization is required to submit the question of its right of existence to the Labor Board and similarly deny that the employer is bound to refuse to deal with an organization of his employees until permission is accorded by the Board. The Board's jurisdiction under the terms of the Act of its creation is, broadly stated, limited to cases dealing with unfair labor practices. Until its jurisdiction is thus invoked or for the purpose of designating the agent for collective bargaining, nothing in the statute confers any right or jurisdiction upon it or imposes restrictions on the freedom of contract between employers and employees wholly regardless of the Board's consent.

That the Board in the present instance exceeded its jurisdiction and authority in a controversy in which no rights of collective bargaining were involved is evident from the Board's own recitals in the light of the Act. The Board found that "The Association is a labor organization within the meaning of Section 2, subdivision (5)" of the Act (R. 27). Section 7 of the Act insures to the employees the right "to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection." The Act further makes it an unfair labor practice for an employer to interfere with the exercise of the rights guaranteed to the employee in Section 7, or "to dominate or interfere with the formation or administration of any labor organization."

Yet notwithstanding the fact, as the Board found, that

the Association was a labor organization, the Order directs that the respondent shall "disestablish" the Association as a labor organization. Not only does the Board require its dissolution as an agency for collective bargaining but prohibits the employees' using the same "for the purpose of dealing with respondents concerning grievances" (R. 58). Even the Act concedes "That any individual employee or a group of employees shall have the right at any time to present grievances to their employer" (Sec. 9 (a)).

Furthermore the prohibitions of Subdivisions (c) and (d) of paragraph 4 of the Board's order is directed not only against the rights of employees of the respondents named but against those of "employees of the Pennsylvania Greyhound System." The System included five operating corporations, of and in as many states, not named as respondents.

The petitioner acknowledges that in so far as respondents have "sponsored, dominated and financially supported" the Employees' Association in violation of Sections 8 (1) and (2) of the Act they have acquiesced in the enforcement of the Board's order "to cease and desist from such practices" (Petitioner's Brief p. 20). That being so, what provision of the statute empowers the Board to take further action against respondents? They were charged only with unfair labor practices under Section 8, subdivision (1), (2) and (3) of the Act (R. 9). They have in a spirit of adjustment of their labor relations to a new law seen fit not to contest in this court the other burdensome provisions of the Board's order, although the record presents serious question as to the legality of the Board's findings. But respondents do protest the legality of that part of the Board's order which it now seeks to re-establish, in the face of the Board's own determination that the Employees' Association

is a labor organization from whose sponsorship, domination and financial support, the respondents have divorced themselves, if they ever exerted any.

It certainly was not in the minds of the members of the committees which handled this legislation in Congress that employees' associations were to be outlawed or that the Board should have any power to "disestablish" them. It was indicated that the restraining influence of the court could intervene if the Board exceeded its powers. The following excerpts are from hearings before the Committee on Labor, U. S. Senate on S 1958, 74th Congress, First Session:

> "The Chairman: I think I can say to you that the committee and yourself are not far apart as to the preservation of company unions that are free from the domination you have reference to and which are not as objectionable as you have mentioned.
>
> "I do not think there is any disposition here to destroy or prevent a legitimate, independent company union from operating and carrying on its collective bargaining relationships with its own employees" (Senate Hearings, Part 3, pp. 341-342).
>
> "The Chairman: As Senator Wagner has said, if your employees' organization is voluntary, free from control or influence or direction by the employers, there is nothing in this proposed legislation to interfere with that; and the Board that is set up would be performing an illegal act if it attempted to declare your organization illegal. That is, my judgment, and it is your judgment, Senator Wagner?
>
> "Senator Wagner: And if the Board is wrong, there is a review in court" (Senate Hearings, Part 3, p. 417).
>
> "The Chairman: But I judge that your fear and that of others is that the Board might in its desire to give

preference to trade unions seek to declare unions or organizations such as you have illegal?

"Mr. Mitchell: Yes.

"The Chairman: I think the committee will, in the drafting of this bill, if it is not already included, make it very clear that the organizations that are free from domination, referring now to employees' organizations, shall not be subjected to any such ruling by the Board that is set up here" (Senate Hearings, Part 3, pp. 417-418).

The second question under the present heading involves the jurisdiction of the Circuit Court of Appeals in dealing with applications to enforce orders of the Labor Board. The argument made on behalf of petitioner apparently ascribes to the court in such cases the limited jurisdiction possessed by courts of error and appeal. If such were the intention of Congress that intention is absent from the Act's terms. The jurisdiction conferred upon the court is found in Section 10 (e) which need not be quoted. In substance, it is provided that upon the pleadings and entire record, the court shall make its order enforcing, modifying or vacating the order sought to be enforced.

The question now presented is seemingly foreclosed by the opinion in Intermountain Rate Cases, 234 U. S. 476, 490-491, in which, in delivering the opinion of the court, Chief Justice White stated as follows:

"It is of course true as pointed out in *Interstate Commerce Commission vs. Illinois Central Railroad,* 215 U. S. 452, 470, and since repeatedly applied that findings of fact made by the Commission within the scope of its administrative duties must be accepted in case of judicial review, but that doctrine, as was also pointed

> out, does not relieve the courts in a proper case from determining whether the Constitution has been violated or whether statutory powers conferred have been transcended or have been exercised in such an arbitrary way as to amount to the exertion of authority not given, doctrines which but express the elementary principle that an investiture of a public body with discretion does not imply the right to abuse but on the contrary carries with it as a necessary incident the command that the limits of a sound discretion be not transcended which by necessary implication carries with it the existence of judicial power to correct wrongs done by such excess."

In the instant case the court was entirely within the limits of its authority in determining that the provisions of the order here in question were both arbitrary and unreasonable and that for these reasons the same should be excluded from the order or decree of enforcement.

The whole thesis of petitioner's argument, which is both extended and involved in matter of detail, may be resolved into comparatively narrow compass. Starting with the assumption that any organization of employees which has been fostered, promoted or aided by the employer and whose operations are assumed to have been dominated by the employer is iniquitous and beyond the pale, the total exclusion of that organization from all recognition or consideration under the Labor Act is essential to effectuating the broad purposes of that Act.

In the accomplishment of the latter objective, it is asserted that the contemplated exclusion is authorized as an incident of the Board's injunctive jurisdiction, characterized in the Act's terms as a cease and desist order. Further

confirmatory of the existence of the Board's power is the provision of Sec. 10 (c) of the Act, authorizing the Board to take such affirmative action as in its opinion is necessary to effectuate the Act's purposes.

It is further asserted that in the absence of the precautionary steps thus suggested, the whole scheme of collective bargaining is jeopardized, if not wholly destroyed.

While somewhat adroitly expressed, the instant case furnishes a typical illustration of exactly what the thesis thus indicated is calculated and intended to demonstrate. In this case, a negligible number of the malcontents amongst the employees sought to inject themselves into the affairs of the business or industry here involved, by, as already stated, obtaining a charter heretofore referred to as Local No. 1063. The ultimate objective, in the light of experience, requires no comment. Standing between these malcontents and the accomplishment of that objective was the previously established organization of the employees. It is self-evident that the injunctive provisions of the Labor Board's order here in question were intended either to force the employees into Local No. 1063 or some other established labor organization.

Much stress is laid in the argument on the subject of "collective bargaining"; that, the order of the Board was addressed to and at the accomplishment of this basic purpose, and should be interpreted accordingly.

This argument, as far as the issues here involved are concerned, wholly overlooks one essential detail, viz: that established labor organizations are not the only ones to whom the contemplated privilege of exercising that right is extended. The employees of any industry have, for reasons heretofore sufficiently discussed, certain rights which the employer is entitled to recognize in the exercise of its

reciprocal constitutional rights and privileges. The Labor Board is not empowered to deny those rights without exceeding its jurisdiction and violating the constitutional provisions under which they arise. The latter is the phase of the instant case which is overlooked in petitioner's extended dissertation relating to the Labor Act's intendment and purpose as well as its interpretation.

Let it be recalled that the particular employees' organization here involved was created before the enactment of the Labor Act. It created certain rights and privileges which were accepted by both employees and employer. It transcended no statute and violated no law. In common with all other contracts and undertakings, its provisions might be modified at any time by mutual consent. The requirement that the employer should practically repudiate that contract, could not annul the agreement or the rights thereunder created or provided. If the Labor Act pronounced that certain acts of the employer contemplated by the arrangement were illegal, it may be argumentatively assumed that the continuation of those acts on the part of the employer might be enjoined and such, in effect, was the result of the cease and desist provisions of the Board's Order, which are not here involved.

Even this assumption, however, does not annul the arrangement in its entirety or exclude the employees from the exercise of rights which were not and are not denied by anything in the Act's terms. Whatever those rights were, need not be here discussed in detail but there was certainly nothing in the Act which denied them the right or privilege of contracting with their employer or could deny such rights without the violation of constitutional inhibitions.

The answer to the latter assertion in petitioner's brief in extended detail, to the effect that the employees might have

intervened in the proceedings under the terms of the Labor Act or appealed from the Labor Board's order as aggrieved parties thereunder, is not germane to the issue. Likewise the assertion that it did not rest with the employer to assert the constitutional rights or immunities of the employees is wholly aside from the question for the very obvious reason already indicated, that the same freedom of right of contract on the part of the employees was shared by the employer. The fallacy in petitioner's argument becomes at once apparent when it is recognized that, without so stating, the case is treated as though the members of Local 1063 were the only parties whose rights should be considered and that the reciprocal constitutional rights between the ostensible employer and the great majority of the employees were to be totally ignored.

Much stress is laid in petitioner's argument on what are termed the antecedents of the present Labor Relations Act. These last include Sec. 7 (a) of the National Industrial Recovery Act and Public Resolution No. 44. The latter need not be considered in detail for the quite obvious reason that they shed no light on the constitutional privileges with which we are here concerned. Let it be recalled in this connection that we are dealing with the rights of employees who are not members of any of the great national labor unions.

The argument of petitioner lays stress on the *Texas & New Orleans* case, *supra,* asserting in substance that the ruling in that case provided the criterion for the Labor Relations Act. In the extended argument respecting this case, it will be observed that petitioner has overlooked the qualifications of the injunctive order in that case which have already been discussed in this brief and need not therefore be repeated. The lesson to be learned from the ruling

of the lower court in that case, which was affirmed, is, that it expressly recognized and granted the very rights and privileges which the order of the Labor Board, in the respects here under consideration, denied.

Notwithstanding that under the holding of the courts in that case, the employees' organization was born in iniquity, the original order of the court, providing for an election by the employees under its (the court's) direction, was modified in such wise that complete freedom of action was restored to the organization's members.

It is tacitly, if not expressly, admitted in petitioner's brief, that the effect of the provisions of the Labor Board's order which the Court of Appeals refused to enforce, was to deny any rights of both the employer or employees to have any dealings whatsoever. We are not here speaking of the rights of an agent designated by the Labor Board as the representative of the employees for the purpose of collective bargaining. That question was not involved in the instant case. Let it be assumed for purposes of argument, that in a given case, no such agent had been certified or designated by the Board. Let it be further assumed that the members of the employees' organization comprising upwards of 90% of all employees were satisfied with existing conditions; that they were willing to exclude all features of the organization's basic agreement which had been found objectionable by the Labor Board and it then presented to the employer an agreement excluding the latter features and covering the usual and ordinary details of the employer-employee relation with the request that it be accepted and approved by the employer. Let it be further assumed that the agreement so submitted incorporated none of the rights ascribed to the agent for collective bargaining under the Labor Act but was strictly limited in its effect to the mem-

bers of the organization by which it was presented. If the argument by petitioner is sustained, it means nothing less than that the employer could not accept and execute the contract presented even though wholly satisfied with its terms.

The situation thus suggested is by no means purely theoretical. It has arisen in actual experience and in certain of its phases, has already been before the courts.

Compare:

National Labor Relations Board vs. Mackay Radio & Telegraph Co. (C. C. A. 9), 92 Fed. (2d) 761;

Jeffery-DeWitt Insulator Co. vs. National Labor Relations Board (C. C. A. 4), 91 Fed. (2d) 134.

Other features of petitioner's argument have, we think, been sufficiently anticipated and covered in the previous subdivisions of the present brief.

III.

The Issues Are Moot.

Through proceedings before the National Labor Relations Board pursuant to Section 9 (c) of the Act the issues herein have become moot. On May 13, 1937, there was filed with Regional Directors of the Board petitions alleging that questions affecting commerce had arisen concerning the representation of employees (bus drivers) of respondent Pennsylvania Greyhound Lines, Inc., and requested the Board to conduct investigations and certify representatives pursuant to Section 9 (c) of the National Labor Relations Act. The Board held hearings upon the petitions to which the Amalgamated Association of Street, Electric Railway & Motor Coach Employees of America, among numerous other labor

unions, was a party. As a result of such proceeding the Board, by its decision of September 14, 1937, certified without the formality of an election and pursuant to alleged power vested in the Board by Section 9 (c) of the Act the Brotherhood of Railroad Trainmen, as a representative of such employees, for the purposes of collective bargaining under the Act (Case No. R-151; 3 NLRB No. 69). Under such certification the respondent, Pennsylvania Greyhound Lines, Inc., has recognized the Brotherhood of Railroad Trainmen as the agency for collective bargaining of its said employees and entered into a contract with that labor organization as representative.

Also on September 21, 1937, there was filed with the National Labor Relations Board a petition by the Committee for Industrial Organization alleging that a question affecting commerce had arisen concerning the representation of the employees of the Pittsburgh Division of the respondent, Pennsylvania Greyhound Lines, Inc., and requesting that the Board certify the representatives of the maintenance employees, porters and ticket agents at that point for collective bargaining purposes. Pursuant to such petition the Board held a hearing at Pittsburgh, Pennsylvania, on November 26, 1937, upon the question of representation under Section 9 (c) of the National Labor Relations Act for such employees. The class of employees named in such petition for which representation was sought was the same class of employees as those ordered reinstated by the Board in the present proceedings and the representative presenting the petition therein for the Committee for Industrial Organization was the same person, Robert J. Davidson, appearing as president of Local Division No. 1063 of the Amalgamated Association filing the petition in the instant proceeding before the Board. Argument upon the hearing held pursuant

to petition of the Committee for Industrial Organization has been set by the Board at Washington on February 4, 1938. Respondent Pennsylvania Greyhound Lines, Inc., is a party to said proceedings and has entered no objection to the determination by the Board of the representative of its said employees for collective bargaining purposes pursuant to the National Labor Relations Act (NLRB case VI-R-50).

The employees' association named in the order of the Board herein was not a party to either of the proceedings referred to in connection with the petitions for representations of the employees of respondent Pennsylvania Greyhound Lines, Inc., pursuant to the National Labor Relations Act.

CONCLUSION

One of the main objectives of the present brief has been to direct the attention of the court to the more practical, as contradistinguished from the purely theoretical, features of the employer-employee relation.

This is a phase wholly evaded or ignored in petitioner's brief. Little progress is made in following the circuitous route adopted in that argument, which, however disguised, in its last analysis comes back to the point that all industry must be unionized and that the power of the National Labor Relations Board is supreme.

As long as the main, if not the whole purpose of the Labor Relations Board, as well as its counsel and administrative subordinates, is addressed to accomplishing the ascendency of labor unions, little progress will be made. As long as the exercise of jurisdiction by the Labor Board proceeds upon the assumption that all members of a labor union are angels while all employers of labor are demons, the outcome

of all issues submitted for its determination leaves little room for doubt.

It is all too frequently asserted that the domination exerted by the employer over the employee is endured by the latter in the fear that he would otherwise, in the vernacular, lose his job. If this assumption be indulged in certain cases, it must not be overlooked that in others, the employee submits to the domination of organized unions under compulsion of the fear that he may otherwise lose his life. Both assumptions are susceptible of proof if regard be had to the history of recent experience but neither should be accepted as of general application.

Much stress is laid in the cases before the courts as well as those before the Labor Board on the idea of collective bargaining. The great variety of expressions in this regard need not be reviewed in detail.

We repeat and emphasize that our objective in the present argument is to direct specific attention to the constitutional rights of employees who may refuse to submit their fortunes to any one of the great established labor unions as well as the reciprocal constitutional rights of the employer in dealing with such employees. In presenting this practical subject we may quote a single sentence from the opinion of Chief Justice Hughes in the Jones & Laughlin case, 301 U. S. 1, as follows:

> "We are asked to shut our eyes to the plainest facts of our national life and to deal with the question of direct and indirect effects in an intellectual vacuum" (p. 41).

In this connection, it may not be out of place to quote the lucid and comprehensive statement in the same opinion set-

ting forth the general scope and intent of the present Labor Act, as follows:

> "We also pointed out that, as conceded by the Government, the injunction against the Company's entering into any contract concerning rules, rates of pay and working conditions except with a chosen representative was 'designed only to prevent collective bargaining with anyone purporting to represent employees' other than the representative they had selected. It was taken 'to prohibit the negotiation of labor contracts generally applicable to employees' in the described unit with any other representative than the one so chosen, 'but not as precluding such individual contracts' as the Company might 'elect to make directly with individual employees.' We think this construction also applies to Sec. 9(a) of the National Labor Relations Act" (pp. 44-45).

The language thus quoted necessarily presupposes that an agent for collective bargaining has been designated or certified by the Board. It cannot and does not purport to cover the rights of employees who, in the exercise of their constitutional rights, have declined to be bound by any action taken by such designated agent and the employer.

The same freedom of action must be accorded what for brevity we may term the dissenting employee as is accorded those who have submitted their bargaining rights to the domination of an established union. We here re-assert that the individual constitutional rights of the "independents" may be exercised in such manner as they may voluntarily determine, best calculated to subserve their interests. Also, that the right last mentioned includes that of dealing through their own chosen representatives as well as indi-

vidually and that any other interpretation of the Labor Act's terms is unconstitutional for reasons already stated.

It is respectfully submitted that for reasons stated in this brief, if the case is not disposed of as presenting a purely moot issue, the decree and order of the Circuit Court of Appeals should be affirmed.

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SUPREME COURT OF THE UNITED STATES.

No. 413.—October Term, 1937.

National Labor Relations Board, Petitioner, *vs.* Pennsylvania Greyhound Lines, Inc., and Greyhound Management Company. } On Writ of Certiorari to the United States Circuit Court of Appeals for the Third Circuit.

[February 28, 1938.]

Mr. Justice Stone delivered the opinion of the Court.

The main question for decision is whether, upon a finding that an employer has created and fostered a labor organization of employees and dominated its administration in violation of § 8 (1), (2) of the National Labor Relations Act of July 5, 1935 (c. 372, 49 Stat. 449, 29 U. S. C., § 151, *et seq.*), the National Labor Relations Board, in addition to ordering the employer to cease these practices, can require him to withdraw all recognition of the organization as the representative of its employees and to post notices informing them of such withdrawal.

Respondent Pennsylvania Greyhound Lines, Inc., is a corporation operating a passenger motor bus system between the Atlantic Coast and Chicago and St. Louis. Respondent Greyhound Management Company, an affiliate of the Pennsylvania Company, performs various services relating to employee personnel of the latter and its affiliated corporations. Together, respondents act as employers of those employees working at the Pittsburgh Garage of the Pennsylvania Company and together actively deal with labor relations of those employees.

Upon charges filed by Local Division No. 1063, Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, a labor organization, the Board issued its complaint, as permitted by § 10 (b) of the Act, charging that respondents had engaged in specified unfair labor practices affecting interstate commerce, in violation of § 8. After notice to respondents, and hearing, the Board found that they had engaged in unfair labor practices

by interfering with, restraining, and coercing employees in the exercise of their rights, guaranteed by § 7, in that they had dominated and interfered with the formation and administration of a labor organization of their employees, Employees Association of the Pennsylvania Greyhound Lines, Inc., and had contributed financial and other support to it in violation of § 8 (1), (2).

The Board ordered that respondents cease each of the specified unfair labor practices. It further ordered that they withdraw recognition from the Employees Association as employee representative authorized to deal with respondents concerning grievances, terms of employment, and labor disputes, and that they post conspicuous notices in all the places of business where such employees are engaged, stating that the "Association is so disestablished and that respondents will refrain from any such recognition thereof". 1 N. L. R. B. 1.

Upon the Board's petition under § 10 (e) to enforce the order, heard April 1, 1936, the Court of Appeals for the Third Circuit gave judgment after a delay of one year and two months, during which there were three postponements and two reargruments. It struck from the order all provisions requiring the withdrawal by respondents of recognition of the Employees Association and publication of notice of withdrawal, and directed that in other respects the Board's order be enforced. 91 F. (2d) 178. The court thought that the Board was without authority to order the employers to withhold recognition from the Association, without notice to it and opportunity for a hearing, and without an election by the employees to choose a labor organization to represent them. We granted certiorari, — U. S. —, the questions involved being of importance in the administration of the National Labor Relations Act.

Respondents do not assail the Board's findings of fact as without support in the evidence, and the principal questions for decision are of law, whether in the circumstances disclosed by the findings the Board acted within the authority conferred upon it by §§ 7, 8 and 10 of the Act. Section 7 provides:

"Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection."

Section 8 declares:

"It shall be an unfair labor practice for an employer—

"(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

"(2) To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: . . ."

By § 10 (b) the Board is given authority to hear complaints of unfair labor practices upon evidence; and § 10 (c)[1] directs that when the Board finds that any person has engaged in unfair labor practices it "shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action . . . . as will effectuate the policies of this Act. . . ."

Notwithstanding the mandatory form of § 10 (c), its provisions in substance leave to the Board some scope for the exercise of judgment and discretion in determining, upon the basis of the findings, whether the case is one requiring an affirmative order, and in choosing the particular affirmative relief to be ordered. Hence, upon the challenge of the affirmative part of an order of the Board, we look to the Act itself, read in the light of its history, to ascertain its policy, and to the facts which the Board has found, to see whether they afford a basis for its judgment that the action ordered is an appropriate means of carrying out that policy.

The history of the Act and its language show that its ruling purpose was to protect interstate commerce by securing to employees the rights established by § 7 to organize, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for that and other purposes. *National Labor Relations Board* v. *Jones & Laughlin Steel Corp.*, 301 U. S. 1, 23, 33. This appears both from the formal declaration of policy in § 1 of the Act, *National Labor Relations Board* v. *Jones & Laugh-*

[1] "Sec. 10 (c). The testimony taken by such member, agent or agency or the Board shall be reduced to writing and filed with the Board. Thereafter, in its discretion, the Board upon notice may take further testimony or hear argument. If upon all the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue and cause to be served on such person an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action, including reinstatement of employees with or without back pay, as will effectuate the policies of this Act. . . ."

lin Steel Corp., supra, 22-24, and from § 7, in itself a declaration of the policy which, in conjunction with § 10 (c), it adopts as the controlling guide to administrative action.

Before enactment of the National Labor Relations Act this Court had recognized that the maintenance of a "company union", dominated by the employer, may be a ready and effective means of obstructing self-organization of employees and their choice of their own representatives for the purpose of collective bargaining. Section 2 (3) of the Railway Labor Act of 1926, had provided that representatives, for the purposes of the Act, should be designated by employer and employees "without interference, influence, or coercion exercised by either party over the self-organization or designation of representatives by the other". We had held that in enforcing this provision, employer recognition of a company union might be enjoined and the union "disestablished", as an appropriate means of preventing interference with the rights secured to employees by the statute. *Texas & N. O. R. Co.* v. *Brotherhood of Railway & Steamship Clerks,* 281 U. S. 548, 560; see also *Virginian Railway Co.* v. *System Federation No. 40,* 300 U. S. 515, 542 *et seq.*

Congress, in enacting the National Labor Relations Act, had in mind the experience in the administration of the Railway Labor Act, and declared that the former was "an amplification and further clarification of the principles" of the latter. Report of the House Committee on Labor, H. R. 1147, 74th Cong., 1st Sess., p. 3. It had before it the *Railway Clerks* case which had emphasized the importance of union recognition in securing collective bargaining, Report of the Senate Committee on Education and Labor, S. Rep. 573, 74th Cong., 1st Sess., p. 17, and there were then available data showing that once an employer has conferred recognition on a particular organization it has a marked advantage over any other in securing the adherence of employees, and hence in preventing the recognition of any other.[2] The Na-

[2] On the significance of recognition in collective bargaining see Commons and Andrews, *Principles of Labor Legislation* (Harper & Bros., 4th Ed., 1936), p. 372; Catlin, *The Labor Problem* (Harper & Bros., 1935), pp. 431, 522; Rufener, *Principles of Economics* (Houghton-Mifflin Co., 1927), p. 399; Twentieth Century Fund, Inc., *Labor and the Government* (1935), p. 47; Yoder, *Labor Economics and Labor Problems* (1933), p. 443; U. S. Department of Labor, Bureau of Labor Statistics, *Characteristics of Company Unions,* Bulletin No. 634, Chs. VII, XXII.

tional Labor Relations Act continued and amplified the policy of the Railway Labor Act by its declaration in § 7, and by providing generally in § 8 that any interferences in the exercise of the rights guaranteed by § 7 and specifically the domination or interference with the formation or administration of any labor organization were unfair labor practices. To secure to employees the benefits of self-organization and collective bargaining through representatives of the employees' own choosing, the Board was authorized by § 10 (c) to order the abandonment of unfair labor practices and to take affirmative action which would carry out the policy of the Act.

In recommending the adoption of this latter provision the Senate Committee called attention to the decree which, in the *Railway Clerks* case, had compelled the employer to "disestablish its company union as representative of its employees". Report of the Senate Committee on Education and Labor, *supra*. The report of the House Committee on Labor on this feature of the Act, after pointing out that collective bargaining is "a sham when the employer sits on both sides of the table by supporting a particular organization with which he deals", declared: "The orders will of course be adapted to the need of the individual case; they may include such matters as refraining from collective bargaining with a minority group, recognition of the agency chosen by the majority for the purposes of collective bargaining, posting of appropriate bulletins, refraining from bargaining with an organization corrupted by unfair labor practices." Report of the House Committee on Labor, *supra*, pp. 18, 24.

It is plain that the challenged provisions of the present order are of a kind contemplated by Congress in the enactment of § 10 (c) and are within its terms. There remains the question whether the findings adequately support them.

The Board's subsidiary findings of fact fully sustain its conclusion that respondents had engaged in unfair labor practices, by active participation in the organization and administration of the Employees Association, which they dominated throughout its history, and to whose financial support they had contributed; and that they had interfered with, restrained and coerced their employees in the exercise of the rights confirmed by § 7 to form for themselves a labor organization and to bargain collectively through representatives of their own choosing.

It is unnecessary to repeat in full detail the facts disclosed by the findings. They show that before the enactment of the National Labor Relations Act, respondents, whose employees were unorganized, initiated a project for their organization under company domination. In the course of its execution officers or other representatives of respondent were active in promoting the plan, in urging employees to join, in the preparation of the details of organization, including the by-laws, in presiding over organization meetings, and in selecting employee representatives of the organization.

The by-laws and regulations provided that all motorbus operators, maintenance men and clerical employees, after three months service, automatically became members of the Association, and that only employees were eligible to act as employee representatives. No provisions were made for meetings of members, nor was a procedure established whereby employees might instruct their representatives, or whereby those representatives might disseminate information or reports. Grievances were to be taken up with regional committees with final review by a Joint Reviewing Committee made up of an equal number of regional chairmen and of management representatives, but review in those cases could not be secured unless there was a joint submission of the controversy by employee and management representatives.

Change of the by-laws without employer consent was precluded by a provision that amendment should be only on a two-thirds vote of the Joint Reviewing Committee, composed of equal numbers of employer and employee representatives. Employees paid no dues, all the Association expenses being borne by the management.

Although the Association was in terms created as a bargaining agency for the purpose of "providing adequate representation" for respondents' employees by "securing for them satisfactory adjustment of all controversial matters", it has functioned only to settle individual grievances. On the one recorded occasion when the employees sought a wage increase, the company representatives prevented its consideration by refusing to join in the submission to the Joint Reviewing Committee.

In May, 1935, shortly before the passage of the Act, certain of respondents' Pittsburgh employees organized a local union, Local Division No. 1063 of the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, affiliated with

the American Federation of Labor, and continued to hold meetings of the organization after the passage of the Act on July 5, 1935. Before and after that date, respondents' officers were active in warning employees against joining the union and in threatening them with discharge if they should join and in keeping the union meetings under surveillance.

Section 10 (e) declares that the Board's findings of fact "if supported by evidence, shall be conclusive." Whether the continued recognition of the Employees Association by respondents would in itself be a continuing obstacle to the exercise of the employees' right of self-organization and to bargain collectively through representatives of their own choosing, is an inference of fact to be drawn by the Board from the evidence reviewed in its subsidiary findings. See *Swayne & Hoyt, Ltd.* v. *United States*, 300 U. S. 297.

We may assume that there are situations in which the Board would not be warranted in concluding that there was any occasion for withdrawal of employer recognition of an existing union before an election by employees under § 9 (c), even though it had ordered the employer to cease unfair labor practices. But here respondents, by unfair labor practices, have succeeded in establishing a company union so organized that it is incapable of functioning as a bargaining representative of employees. With no procedure for meetings of members or for instructing employee representatives, and with no power to bring grievances before the Joint Reviewing Committee without employer consent, the Association could not without amendment of its by-laws be used as a means of the collective bargaining contemplated by § 7; and amendment could not be had without the employer's approval.

In view of all the circumstances the Board could have thought that continued recognition of the Association would serve as a means of thwarting the policy of collective bargaining by enabling the employer to induce adherence of employees to the Association in the mistaken belief that it was truly representative and afforded an agency for collective bargaining, and thus to prevent self-organization. The inferences to be drawn were for the Board and not the courts. *Swayne & Hoyt, Ltd.* v. *United States, supra.* There was ample basis for its conclusion that withdrawal of recognition of the Association by respondents, accompanied by suitable publicity, was an appropriate way to give effect to the policy of the Act.

As the order did not run against the Association it is not entitled to notice and hearing. Its presence was not necessary in order to enable the Board to determine whether respondents had violated the statute or to make an appropriate order against them. See *General Investment Co.* v. *Lake Shore & M. S. R. Co.*, 260 U. S. 261, 285-286.

Respondents suggest that the case has become moot by reason of the fact that since the Board made its order it has certified the Brotherhood of Railroad Trainmen as representative of the motor-bus drivers of the Pennsylvania company for purposes of collective bargaining and that in a pending proceeding under § 9 (c) for the certification of a representative of the other Pittsburgh employees, to which the Employees' Association is not a party, the Pennsylvania company and Local Division No. 1063, who are parties, have made no objection to the proposed certification. But an order of the character made by the Board, lawful when made, does not become moot because it is obeyed or because changing circumstances indicate that the need for it may be less than when made.

We have considered but find it unnecessary to comment upon other objections to the order, of less moment.

Reversed.

Mr. Justice CARDOZO and Mr. Justice REED took no part in the consideration or decision of this case.

A true copy.

Test:

Clerk, Supreme Court, U. S.